

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

**CATHERINE RERISI,
individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

CASE NO. _____

**GOVERNMENT EMPLOYEES
INSURANCE COMPANY,
*a foreign Maryland corporation,***

Defendant.

_____ /

CLASS ACTION COMPLAINT

COMES NOW Plaintiff Catherine Rerisi, on behalf of herself and all others similarly situated, and for her Class Action Complaint against Government Employees Insurance Company (“GEICO” or “Defendant”) alleges the following claims:

I. NATURE OF THE CASE

1. Plaintiff brings this action against Defendant for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681a–1681x. The FCRA imposes several important requirements onto employers that use a background check, which are designed to protect consumers like the Plaintiff and Class Members.

2. Defendant GEICO is a corporate entity that has its primary offices in Maryland. GEICO provides automobile, property, life, business and other forms of insurance throughout the United States. It fills its staffing needs with consumers like the Plaintiff. As part of their hiring processes, GEICO and its subsidiaries use consumer reports

(commonly known as background checks) to make employment decisions. The FCRA imposes upon employers specific requirements should they choose to use background checks as part of their hiring process.

3. By design, the FCRA protects the private consumer reporting of consumers' information by expressly prohibiting the use of that information unless a user satisfies one of the limited purpose requirements for such use. 15 U.S.C. § 1681b.

4. Additionally, the FCRA imposes even tighter privacy restrictions on the use of a consumer report for an employment purpose. While some uses are permitted based on the purpose alone, a person may not use a consumer report for an employment purpose until and unless it meets the rigorous requirements of 15 U.S.C. § 1681b(b).

5. Employers that seek to use consumer-report background checks in their hiring process must disclose to applicants their intent to obtain background checks in a standalone document consisting solely of the disclosure. As a separate requirement, the employer must also obtain consumers' written authorization to access the report.

6. Properly disclosing the intent to obtain background checks and obtaining the appropriate authorization protects consumers' privacy by limiting the access to private information to only specific instances, namely, where employers have followed the FCRA's steps before they procure background reports.

7. These rights and restrictions cannot be waived.

8. The standalone disclosure requirement is no mere formatting convention. It is a strict prohibition on the accessing of consumer reports unless the specific disclosure and authorization requirements are first met.

9. Plaintiff bring a nationwide class claim against GEICO under 15 U.S.C. § 1681b(b)(2) because the disclosure form it provided Plaintiff and Class Members was defective in that it contained additional, extraneous information and therefore does not consist “solely of the disclosure.”

II. JURISDICTION AND VENUE

10. The Court has federal question jurisdiction under the FCRA, 15 U.S.C. § 1681p, and 28 U.S.C. § 1331.

11. Venue is proper in this Court because a substantial part of the events giving rise to Plaintiff’s claims occurred in this District. 28 U.S.C. § 1391(b)(2).

12. Venue is also proper in this Court because GEICO can be found in this District. 28 U.S.C. § 1391(b)(3). Among other things, GEICO maintains offices in this District, and Plaintiff applied for work at those offices.

III. PARTIES

13. Plaintiff Catherine Rerisi is a “consumer” as protected and governed by the FCRA.

14. Defendant GEICO is a Maryland entity that markets its services throughout the United States, including within this District.

15. Third-party General Information Services (“GIS”) is a consumer reporting agency (“CRA”) as defined and governed by the FCRA.

IV. FACTUAL ALLEGATIONS

A. Plaintiff Rerisi’s Acceptance Of Offer Of Employment With GEICO.

16. Plaintiff Rerisi applied online for a paralegal position listed as “Legal Secretary – II” at the Tampa office of Defendant GEICO on or about October 14, 2016. In the course of the application process, Plaintiff disclosed to GEICO that she had never been convicted of a felony, and also disclosed that she had been charged with a misdemeanor in 1990 but the charge was nolle prossed and adjudication was withheld.

17. Plaintiff interviewed for the position on around October 20, 2016. On November 10, 2016, she received and accepted GEICO’s offer to join the company at that position at an initial salary of \$18.36 an hour.

18. The job offer was contingent on a background check, which is governed by the FCRA.

19. Discovery will reveal that before conducting the background check, GEICO presented Plaintiff with its standard “Fair Credit Reporting Act Candidate Notice and Disclosure” form. The supposed purpose of this form is to comply with the disclosure requirements of Section 1681b(b)(2).

20. Thereafter, GEICO obtained and used Rerisi’s private consumer report for an employment purpose.

21. Apart from stating that GEICO will obtain a consumer report about Plaintiff, the disclosure form contains multiple unrelated and unnecessary statements, such as:

It is an applicant’s responsibility to accurately report requested information. Withholding information or making false statements on the application or during the background check process will disqualify you for employment, or, if hired, cause your subsequent dismissal. Consequently, it is critical that you answer all questions thoroughly and honestly.

In the event that employment is denied either wholly or partly because of information from the Consumer Reporting Agency reports, before making the adverse action, General Information Services, Inc. will provide you with a copy of the report(s) and a description in writing of your rights under the law.

Report Copy

For residents of, or for jobs located in, California, Maine, Massachusetts, Minnesota, New Jersey, New York, Oklahoma and Washington, you may request a free copy of any background check report by checking the box below.

I request a free copy of the report.

22. The form is also four pages long, the bulk of which makes the disclosure unnecessarily wordy and confusing.

23. To comply with Section 1681b(b)(2) and thus permit the use of the consumer's private information, the only information permitted on the form is the statement that the employer may obtain a consumer report for employment purposes about the applicant. The inclusion of any additional information makes the form ineffective.

24. Moreover, the second paragraph above materially misstates the law, as it is not the responsibility of the consumer reporting agency—GIS—to notify the applicant of an adverse action. It is the user—GEICO—that the FCRA charges with that responsibility. 15 U.S.C. § 1681b(b)(3).

25. Plaintiff did not understand the background check that GEICO required would be so invasive into her personal life. Plaintiff Rerisi was furthermore confused as to which entity—GEICO or GIS—was making the decision to inquire into her criminal charge from over 20 years ago.

26. As discussed above, GEICO's Fair Credit Reporting Act Candidate Notice and Disclosure form does nothing to dispel such confusion, but instead contributes to it.

27. As a result of the invasiveness of the background check and Plaintiff Rerisi's confusion regarding the same, she decided to withdraw her name from the job opportunity around November 17, 2016.

28. Plaintiff values her privacy and—all other things equally and, if given the choice—would not share her personal consumer report with any potential employer, including GEICO.

29. Had Plaintiff known at the time she was presented with GEICO's defective disclosure that it may have violated the FCRA, she would not have authorized GEICO to conduct that background check.

B. GEICO's Practices and Policies.

30. GEICO has created and implemented national, uniform hiring and staffing policies, procedures, and practices under which it and its subsidiaries operate. Those policies, procedures, and practices cover the use of "background checks" or "consumer reports" to screen potential employees.

31. As part of that process, GEICO presents all applicants with the same (or substantially the same) disclosure and authorization form it presented to Plaintiff. The form is unnecessarily long and confusing, and misstates the employer's obligations under the FCRA.

32. GEICO violates Section 1681b(b)(2) every time it obtains a consumer report based on the form (or one substantially similar to the form) it provided to Plaintiff.

33. As a result of these FCRA violations, GEICO is liable to Plaintiff, and to each Class Member, for statutory damages from \$100 to \$1,000 pursuant to 15 U.S.C. §

1681n(a)(1)(A), plus punitive damages pursuant to 15 U.S.C. § 1681n(a)(2), and attorneys' fees and costs pursuant to 15 U.S.C. §§ 1681n and 1681o.

34. Defendant's conduct and omissions were willful. Because the FCRA was enacted in 1970, Defendant has had years to become compliant but has failed to do so.

35. GEICO, a nationwide employer, was aware of obligations under the FCRA as they relate to employment because it hired GIS not only to perform its background checks but also to (attempt to) provide GEICO's adverse-action notices to job applicants. GEICO therefore knew of the requirements imposed upon it by the FCRA, and failed to craft a system that would ensure compliance with those requirements.

36. GEICO's knowledge of the FCRA and its application to the employment process is confirmed by the fact that GEICO at least attempted to comply by using its defective form. It knew the law existed, but did not take the appropriate steps to follow it.

C. Additional Concrete Harm.

37. By implementing these policies, GEICO deprived Plaintiff and Class Members of their congressionally mandated rights of privacy and to information to which Congress has deemed them entitled.

38. Section 1681b(b)(2)(A) "establishes a right to specific information in the form of a clear and conspicuous disclosure. The statutory requirement that the disclosure be made in 'a document that consists solely of the disclosure' helps to implement the textual command that the disclosure be clear and conspicuous." *Thomas v FTS USA, LLC*, 2016 U.S. Dist. LEXIS 85545, *18–19 (E.D. Va. June 30, 2016).

39. Section 1681b(b)(2)(A) also “establishes a right to privacy in one’s consumer report that employers may invade only under stringently defined circumstances.” *Id.* at *19.

40. The protections established by § 1681b(b)(2)(A) and by § 1681b(b)(3) “are clearly substantive, and neither is technical nor procedural.” *Id.* at 19.

41. By failing to provide Plaintiff and the Class Members that she seeks to represent with a clear and conspicuous disclosure in writing in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes as required by § 1681b(b)(2)(A), Defendant denied Plaintiff and the Class Members information to which they were specifically entitled under the FCRA.

42. By procuring the consumer reports of Plaintiff and the Class Members that she seeks to represent in this matter without making the disclosure required by § 1681b(b)(2)(A), Defendant has unlawfully invaded Plaintiff’s and the Class Members’ rights of privacy created by the FCRA. *See id.* at *32–33. (“Thomas . . . has alleged that Defendants invaded the statutory right to confidentiality of his personal information by obtaining his consumer report without first providing the required disclosure or obtaining his written consent, as required by § 1681b(b)(2)(A). This allegedly unauthorized disclosure of personal information constitutes an invasion of the statutory right to privacy and a concrete injury sufficient to confer Article III standing.”).

43. The invasion of privacy exists regardless of the fact that a consumer may have signed the authorization form, and regardless of the accuracy of any information in the resulting consumer report.

44. The informational injuries and the breach of privacy injury suffered by Plaintiff and the Class Members as a result of Defendant's violations of § 1681b(b)(2)(A) are particularized because those injuries happened to Plaintiff and each Class Member.

45. The informational injuries suffered by Plaintiff and the Class Members as a result of Defendant's violations of § 1681b(b)(2)(A) are real and concrete because "it is well-settled that Congress may create a legally cognizable right to information, the deprivation of which will constitute a concrete injury [and] [b]y extension, it is well within Congress' power to specify the form in which that information must be presented." *Thomas*, 2016 U.S. Dist. LEXIS 85545 at *27–28; *see also id.* at *36.

46. The invasion of privacy injury suffered by Plaintiff and the Class Members as a result of Defendant's violations of § 1681b(b)(2)(A) is real and concrete because "it has long been the case that an unauthorized dissemination of one's personal information, even without a showing of actual damages, is an invasion of one's privacy that constitutes a concrete injury sufficient to confer standing to sue" and Congress has extended the right of privacy to information contained within one's consumer report. *Id.* at *30–31.

V. LEGAL REQUIREMENTS

47. The FCRA, in Section 1681b(b)(2), regulates the conduct of persons who obtain a "consumer report" about employees or applicants:

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

--

(i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that

consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and

(ii) the consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by that person.

48. Courts, including this one, have roundly held that the disclosure must be in a standalone document, and that “consists solely of the disclosure” means just that.

49. This requirement cannot be waived. It is a strict bar upon the use of a consumer’s private consumer report information.

50. Instead, the GEICO disclosure contains unneeded statements about the need for consumers to be honest on their applications (for which there is no FCRA requirement), a misstatement of the obligations of GEICO before taking adverse actions based on the contents of reports, and state-law requirements that are only applicable to a handful of jurisdictions.

51. Notwithstanding that Plaintiff Rerisi was a Florida resident applying for a position with a Florida office of Defendant, and Defendant is headquartered in Maryland, the disclosure form included state specific requirements for California, Maine, Massachusetts, New Jersey, New York, Oklahoma, and Washington, not applicable to Florida.

52. As a result of its defective disclosure, Defendant procured consumer reports regarding Plaintiff and those similarly situated for employment purposes without first obtaining a proper, written authorization to do so.

VI. DEFENDANT ACTED WILLFULLY

53. Defendant knew or should have known about its legal obligations under the FCRA. These obligations are well established in the plain language of the FCRA and in the promulgations of the Federal Trade Commission and Consumer Financial Protection Bureau.

54. Defendant obtained or had available substantial written materials which apprised it of its duties under the FCRA.

55. The written disclosure which precedes a written authorization for a prospective employer to obtain a consumer report for employment purposes must be presented in a clear, conspicuous, standalone form. *Graham v. Pyramid Healthcare Sols., Inc.*, No. 8:16-CV-1324-T-30AAS, 2017 WL 2799928, at *2 (M.D. Fla. June 28, 2017).

56. Defendant knew that it had an obligation to provide a stand-alone disclosure and obtain the consumer's authorization before procuring a consumer report.

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

58. In accordance with their standard procedures, the consumer reporting agencies from which Defendant acquired consumer reports during the five years preceding the filing of this Complaint, including GIS, required Defendant to certify that it would comply with the stand-alone disclosure provisions of the FCRA.

59. Before procuring Plaintiff's report, Defendant did, in fact, certify to GIS and other consumer reporting agencies that it would comply with the stand-alone disclosure and authorization provisions of the FCRA.

60. In its contract with GIS, Defendant also agreed that before obtaining a consumer report, Defendant would provide a disclosure in writing to the consumer that a consumer report will be obtained for employment purposes and that such disclosure will be made in a document consisting solely of the disclosure.

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

62. Despite its certification, Defendant knowingly violated 15 U.S.C. § 1681b(b)(2).

63. Despite knowing of these legal obligations, Defendant acted consciously in breaching its known duties and depriving Plaintiff and other members of the class of their rights under the FCRA.

64. As a result of these FCRA violations, Defendant is liable to Plaintiff and to each Class Member, for statutory damages from \$100 to \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A), plus punitive damages pursuant to 15 U.S.C. § 1681n(a)(2) for the violations alleged herein, and for attorneys' fees and costs pursuant to §§ 1681n and 1681o.

VII. CLASS ACTION ALLEGATIONS

65. Pursuant to Federal Rule of Civil Procedure 23 and 15 U.S.C. § 1681b(b)(2), Plaintiff brings this action for herself and on behalf of a class defined as:

All natural persons residing in the United States and its Territories regarding whom, within five years prior to the filing of this action and extending through the resolution of this action, the Defendant procured or caused to be procured a consumer report for employment purposes using a written disclosure containing language substantially similar to the disclosure form provided to Ms. Rerisi and described above.

Specifically excluded from this Class are: (a) all federal court judges who preside over this case, their spouses and persons who work for them; (b) all

persons who elect to exclude themselves from the Class; (c) all persons who have previously executed and delivered to GEICO releases of all their claims for all of their Class claims; (d) Plaintiff's counsel and persons who work for them or are related to them by marriage or as immediately family; and (e) GEICO's employees, officers, directors, agents, and representatives and their family members.

66. **Numerosity.** The Class is so numerous that joinder of all members is impracticable. Based on information and belief, the Class is comprised of at least thousands of members who are geographically dispersed throughout the country so as to render joinder of all Class Members impracticable. The names and addresses of the Class Members are identifiable through documents maintained by the Defendant, and the Class Members may be notified of the pendency of this action by published and/or mailed notice.

67. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the Class. The total focus of the litigation will be GEICO's uniform conduct and procedures: whether the disclosure form violates Section 1681b(b)(2) because of its extraneous language and, whether GEICO acted willfully in its failure to design and implement procedures to assure compliant delivery and/or timing of these notices. The appropriate amount of uniform statutory and/or punitive damages under 15 U.S.C. § 1681n is a common question for members of the Class.

68. **Typicality.** Plaintiff's claims are typical of the other Class Members' claims. As described above, GEICO uses common practices and automated systems in committing the conduct that Plaintiff alleges damaged her and the Class. Plaintiff seeks only statutory and punitive damages for her classwide claims and, in addition, Plaintiff is entitled to relief under the same causes of action as the other members of the Class. GEICO

uniformly breached the FCRA by engaging in the conduct described above, and these violations had the same effect on each member of the Class.

69. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff's interests coincide with, and are not antagonistic to, other Class Members' interests. Additionally, Plaintiff has retained counsel experienced and competent in complex, commercial, multi-party, consumer, and class-action litigation. Plaintiff's Counsel has prosecuted complex FCRA class actions in this Court and across the country.

70. **Superiority.** Questions of law and fact common to the Class predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The statutory and punitive damages sought by each member are such that individual prosecution would prove burdensome and expensive given the complex and extensive litigation necessitated by GEICO's conduct. It would be virtually impossible for the members of the Class to individually, effectively redress the classwide wrongs done to them, particularly in light of the fact that the claims are in part based on the failure of GEICO to give Class Members the proper notice. Even if the members of the Class themselves could afford such individual litigation, it would be an unnecessary burden on the courts.

71. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by GEICO's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the

Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case.

VIII. CAUSES OF ACTION

COUNT ONE: VIOLATIONS OF 15 U.S.C. § 1681b(b)(2)(A)

72. Plaintiff incorporates by reference those paragraphs set out above as though fully set forth herein.

73. GEICO's failure to provide members of the Class with a standalone disclosure and properly obtain their authorization for GEICO to obtain consumer reports for employment purposes violated 15 U.S.C. § 1681b(b)(2)(A).

74. The conduct, action, and inaction of GEICO were willful, rendering it liable for statutory and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

75. Plaintiff and other members of the Class are entitled to recover costs and attorneys' fees as well as appropriate equitable relief from GEICO in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class pray for relief as follows:

1. That an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and her Counsel to represent the Classes;

2. That judgment be entered for the proposed Class against Defendant GEICO for statutory damages and punitive damages for violation of 15 U.S.C. § 1681b, pursuant to 15 U.S.C. § 1681n;

3. That the Court award costs and reasonable attorneys' fees, pursuant to 15 U.S.C. §§ 1681n and 1681o; and,

4. That the Court grant such other and further relief as may be just and proper, including but not limited to any equitable relief that may be permitted.

A TRIAL BY JURY IS DEMANDED.

Dated this 25th day of September, 2017.

Respectfully submitted,

Handwritten signature in blue ink, appearing to read "Luis A. Cabassa" followed by "092016 for".

Luis A. Cabassa

Florida Bar No.: 53643

Brandon J. Hill

Florida Bar No.: 37061

Wenzel Fenton Cabassa, P.A.

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Counsel for Plaintiff and the Class

JS 44 (Rev. 11/15)

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

CATHERINE RERISI, individually and on behalf of all others similarly situated,

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

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

Luis A. Cabassa and Brandon J. Hill, Wenzel Fenton Cabassa, P.A.,
1110 North Florida Avenue, Ste 300, Tampa, FL 33602, 813-224-0431

DEFENDANTS

GOVERNMENT EMPLOYEES INSURANCE COMPANY, a foreign Maryland corporation,

County of Residence of First Listed Defendant **Hillsborough**
(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 checked="" 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 checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	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 checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROFESSIONS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<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	<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	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	<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 Recopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1681a-1681x
 Brief description of cause:
 Fair Credit Report Act

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: 9/25/17 SIGNATURE OF ATTORNEY OF RECORD: *Christina A. Hill* 092016 for

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Prospective Employee Sues GEICO Over 'Defective' Background Check Disclosure](#)
