

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

JERMAINE WILLIAMS,
*on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

Case No.:

WALMART, INC., *in its own name
and d/b/a SAM'S CLUB,*

Defendant.

_____ /

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Jermaine Williams, by and through his undersigned attorneys, and on behalf of himself and the putative classes set forth below, brings this Class Action Complaint against Walmart, Inc., (“Walmart”) in its own name and d/b/a Sam’s Club (“Sam’s Club”), (“Defendant”), including, subsidiaries, divisions and affiliates, under the Fair Credit Reporting Act of 1970, as amended (“FCRA”), 15 U.S.C. §§ 1681a–x.

PRELIMINARY STATEMENT

1. Defendant is a large, national retailer with locations throughout the United States operating under different trade names, including Walmart and Sam’s Club.

2. Defendant routinely obtains and uses information in consumer reports to conduct background checks on applicants and employees.

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 Defendant – has complied with the FCRA’s strict notice requirements. *See* 15 U.S.C. § 1681b(b)(3)(A)(i).

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. Specifically, Defendant violated 15 U.S.C. § 1681b(b)(3)(A)(i) by denying employment opportunities to Plaintiff based in part or in whole on the results of Plaintiff’s consumer report without first providing him notice and a copy of the report, as well as a reasonable opportunity to dispute or discuss the contents of the report.

6. Providing a copy of the background report as well as a statement of consumer rights before making a final adverse employment decision arms the nation’s millions of job applicants with the knowledge and information needed to challenge inaccurate, incomplete, and misleading consumer reports. The FCRA is designed to permit individuals whose reports are inaccurate with ample time to identify the inaccuracies and correct them before the employer has made an

employment decision. Even if reports are accurate, the FCRA demands that applicants receive them and their written FCRA rights so that they may preemptively discuss negative information with the potential employers.

7. In Count I, Plaintiff asserts a FCRA claim under 15 U.S.C. § 1681b(b)(3)(A)(i) on behalf of an “Adverse Action Class” consisting of:

All consumers in the United States who (1) were subject to a consumer report provided to Walmart or Sam’s Club, (2) for whom, based in whole or in part on the information contained in those consumer reports, (3) there was entered into Walmart or Sam’s Club computer system a code indicating that person was ineligible for hire or continued employment, and (4) for whom Walmart or Sam’s Club did not provide the consumer with a copy of the consumer report and written summary of FCRA rights at least five business days before the code was entered in Walmart or Sam’s Club’s system, (5) for the five years preceding the date of this action.

8. Plaintiff also asserts Count I on behalf of the following “Temporary Worker Sub-Class,” consisting of:

All members of the Adverse Action class who Walmart or Sam’s Club classified as temporary employees.

9. On behalf of himself and the putative class, Plaintiff seeks statutory damages, costs and attorneys’ fees, and other appropriate relief under the FCRA.

PARTIES

10. Plaintiff is a consumer who was employed by Defendant and subsequently terminated in whole or in part because of his consumer report.

11. Plaintiff is a member of the putative Adverse Action Class and Temp Worker Sub-Class.

12. Defendant Walmart, Inc. in its own name and d/b/a Sam's Club, is a limited liability company and user of consumer reports as contemplated by the FCRA, at 15 U.S.C. § 1681b.

JURISDICTION AND VENUE

13. The Court has jurisdiction under the FCRA, 15 U.S.C. § 1681p.

14. Venue is proper in the Middle District of Florida because Plaintiff is a resident of Hillsborough County, Florida and the events given rise to this action occurred in this district.

FACTUAL ALLEGATIONS

Defendant's Use of Background Checks

15. Defendant's uniform, national practice is to conduct background checks on most of their job applicants and employees, regardless of position.

16. Defendant does not perform these background checks in-house. Rather, Defendant relies on an outside consumer reporting agency ("CRA") to obtain this information and report it to the Defendant. These reports constitute "consumer reports" for purposes of the FCRA.

17. Defendant also provides to the CRA hiring criteria that Defendant expects the CRA to apply to the results of its background checks. The CRA

completes a background-check report, then compares the report with Defendant's hiring criteria and assigns a grade or score to the report.

18. This process is commonly known as "adjudication" of reports by the CRA.

19. Based on the adjudication results, the CRA applies grades of "eligible" or "ineligible" (or similar terms such as "clear" or "requires review", respectively). Defendant adopts the CRA's adjudication grades wholesale and as their own, without meaningful review of those results.

20. Once the adjudication results are presented to Walmart electronically, Walmart views them and enters a code or designation in its computer system that the person is ineligible for hire (if an applicant) or cannot continue employment (if already hired pending a background check).

21. At that point, Defendant considers the individual to not be hireable or no longer an employee.

Plaintiff's Experience

22. On August 31, 2020, Plaintiff working through a temporary agency, began working at Sam's Club located at 5131 S. Dale Mabry Highway, Tampa, Florida 33611, on a temporary basis.

23. By December, 2020, Plaintiff had worked sufficient hours to apply for hire directly with Defendant. Plaintiff, while a temporary employee, submitted an

application for full time employment with Defendant.

24. As part of the hiring process, Sam's Club procured Plaintiff's consumer report from First Advantage, a CRA.

25. Discovery will show that First Advantage adjudicated Plaintiff as ineligible for continued employment with Walmart, causing Walmart to enter into its computer system a code or designation confirming Plaintiff's ineligibility.

26. After obtaining Plaintiff's consumer report, Defendant denied Plaintiff employment and terminated his temporary assignment. Defendant's actions were based in whole or in part on Plaintiff's consumer report.

27. Sam's Club did not provide Plaintiff with a copy of his background check before terminating his temporary assignment and rejecting his application for employment.

28. Sam's Club's failure to provide Plaintiff with pre-adverse action notice, including a copy of his consumer report and written summary of his FCRA rights at least five business days before coding him as ineligible in its computer system was a blatant violation of the requirements set forth by 15 U.S.C. § 1681b(b)(3).

Plaintiff's Concrete Harm

29. Defendant's failure to provide pre-adverse action notice injured Plaintiff in that he was deprived of information due to him at a particular time, and

the ability to contest or discuss with Defendant the content of his consumer report.

30. These rights attach even if the reports were accurate, as courts regularly recognize that Section 1681b(b)(3) entitles consumers to know the same information the employer is using to make its hiring decision and, even if the report contains no inaccuracies, to soften the brunt of negative information by discussing it preemptively with the employer before the hiring decision is made.

31. Defendant denied Plaintiff employment based in whole or in part on the content of his consumer report but did not first provide him with pre-adverse action notice, including a copy of his consumer report. Therefore, Defendant failed to satisfy the federally imposed requirements of § 1681b(b)(3)(A)(i). This resulted in an informational injury to Plaintiff and class members.

32. Because Defendant failed to provide Plaintiff a copy of his consumer report, Plaintiff was further deprived of the opportunity to see how his personal, sensitive information was being reported by a consumer reporting agency.

33. Because Defendant failed to provide Plaintiff with a copy of his consumer report, Plaintiff was deprived of the opportunity to proactively address how his background was being interpreted by Defendant and to discuss the information and place it in context.

34. After his termination, Plaintiff worried whether the information contained in his consumer report was accurate and how it would affect his

prospects of employment elsewhere.

35. Plaintiff spent time researching his rights to obtain the information contained in his consumer report.

36. Plaintiff spent time obtaining his consumer report from First Advantage. In fact, it took Plaintiff several attempts over a three-month period before he finally obtained a copy from First Advantage. This despite the fact that Defendant is required by the FCRA to provide consumers with copies of their reports before taking adverse actions against them. 15 U.S.C. § 1681b(b)(3).

37. The FCRA's protections regarding who may obtain consumer reports and how they may be used are real and substantive, not merely procedural. The violation alleged here is not just a technical requirement – Defendant had no right to take an adverse employment action against Plaintiff without first providing him notice of its intent, and copies of Plaintiff's report.

38. Plaintiff and the putative class members, all of whom were denied pre-adverse action notice, therefore suffered a concrete, in-fact injury that is directly traceable to Defendant's conduct and that is likely to be redressed by a favorable decision here.

39. Plaintiff and Class Members suffered additional concrete harm because of the adjudication of their reports. In taking such adverse actions against applicants before providing them with the notice and summary of rights demanded

by Section 1681b(b)(3), Defendant deprived Plaintiff and class members with information to which they were statutorily entitled at a particular time. This deprivation worked concrete harm on Plaintiff and members of the classes.

40. Courts regularly recognize that violations of Section 1681b(b)(3) work concrete harm on consumers. *See, e.g., Helwig v. Concentrix Corp.*, No. 1:20-cv-920, 2021 WL 1165719, at *3 (N.D. Ohio Mar. 26, 2021) (concluding that deprivation of notice before adverse action resulted in Article III harm, and citing cases from the Third, Sixth, Seventh, and D.C. Circuits so holding).

41. This statutory requirement was enacted by Congress expressly to protect consumer privacy by restricting the circumstances under which a person (in this instance Defendant) could obtain and use a consumer's personal information consumer report.

42. In enacting this FCRA provision, Congress also expressly sought to guarantee important material information be provided to Plaintiff and consumers like him with respect to employer use of a consumer report for an employment adverse action.

43. Plaintiff and each putative class member has been substantively harmed and injured by Defendant in the deprivation of the congressionally mandated information.

44. As one court explained, at least two concrete injuries result from the

failure to provide Section 1681b(b)(3) notice:

Section 1681b(b)(3), like § 1681b(b)(2)(A), provides the consumer with a legally cognizable right to specific information. Specifically, Congress provided consumers against whom current or prospective employers are contemplating adverse employment action with the right to receive a copy of the report on which the adverse action is based and a summary of their rights under the FCRA before the contemplated adverse employment action is taken. Relatedly, this subsection provides consumers against whom adverse employment action is contemplated with a right to have time to discuss the reports with their current or prospective employers and to correct the reports if necessary before the contemplated adverse action is taken.

Thus, Thomas, for himself and the Adverse Action Sub-Class, has alleged two concrete injuries. First, by alleging that Defendants took adverse employment action without providing the information guaranteed by the statute, Thomas, on behalf of the Adverse Action Sub-Class, has alleged an informational injury. Every sub-class member had a statutory right to receive a copy of his or her consumer report and an FCRA summary of rights prior to Defendants' adverse action. No sub-class member received the required information. Therefore, Thomas, like every sub-class member, was deprived of information required by law to be disclosed, which constitutes a concrete injury sufficient to confer standing.

Moreover, Thomas and other sub-class members have also suffered a second concrete injury: they were deprived of the opportunity to “be confronted with the charges against [them] and tell [their] side of the story.” Senate Report at 3. Even if all of the subclass members' consumer reports were entirely correct (an unlikely scenario, given the errors that commonly pepper consumer reports despite the FCRA's protections), the sub-class members were deprived of the opportunity to explain any negative records in their consumer reports and discuss the issues raised in their reports with Defendants before suffering adverse employment action.

Thomas v. FTS USA, LLC, 193 F. Supp. 3d 623, 637–38 (E.D. Va. 2016). The

Thomas court is by no means alone in this regard. See *Helwig*, 2021 WL 1165719,

at *3.

45. Courts are also aligned in the conclusion that concrete harm results from the deprivation of notice even if the background report is accurate. *Hood v. Action Logistix, LLC*, No. 4:20-cv-978 RWS, 2021 WL 1143885, at *4 (E.D. Mo. Mar. 25, 2021) (concluding that “[a]n unsuccessful job applicant suffers a concrete harm when he is deprived of these [Section 1681b(b)(3)] rights—even if the information in the report is true and accurate,” and collecting cases holding likewise).

46. That is because context is important, and being denied the ability to see the report on which an employer is basing a negative hiring decision prevents consumers from being able to explain any negative information. *See id.* at *5 (“[T]he language of § 1681b(b)(3)(A) as well as the legislative history of the FCRA reflects clear congressional intent to make an individual’s inability to review and respond to the contents of his consumer report before suffering an adverse employment action a redressable harm.”).

Defendant Acted Willfully

47. Defendant knew or should have known about its legal obligations under the FCRA. These obligations are well established in the statute’s plain language, judicial decisions interpreting the Act, and in the Federal Trade Commission’s and Consumer Financial Protection Bureau’s promulgations.

48. Before a person takes an adverse employment action, it must provide two documents to the prospective employee. *See* Letter from Clark W. Brinckerhoff to Erick J. Weisberg (June 27, 1997), FTC Informal Staff Letter (“Brinckerhoff Letter II”) (noting that taking action a period of five business days after notice “appears reasonable.”); *Williams v. Telespectrum, Inc.*, Civil Action No. 3:05cv853 (E.D. Va. 2006), Report and Recommendation of Magistrate Judge Hannah Lauck dated November 7, 2006, adopted by Judge R. Payne January 8, 2005, (holding that a user of a consumer report must provide to the consumer a copy of the report and disclosure of rights a sufficient amount of time before it takes adverse action so that the consumer can rectify any inaccuracies in the report, and simultaneous provision of the report does not satisfy this requirement); *Kelchner v. Sycamore Manor Health Ctr.*, 305 F. Supp. 2d 429, 435 (M.D. Pa. 2004); (holding a reasonable period for the employee to respond to disputed information is not required to exceed five business days following the consumers receipt of the consumer’s report from the employer); *Beverly v. Wal-Mart Stores, Inc.*, No. 3:07-cv-469 (E.D. Va. 2009) (consent Order providing ChoicePoint mailing of Adverse Action Notices on behalf of its customers shall occur no earlier than five business days after the mailing of the pre-adverse action notices).

49. Defendant has long been aware of litigation against employers involving the FCRA’s provisions governing the use of reports in the employment

context. *See, e.g., Manuel v. Wells Fargo Bank, Nat'l Ass'n*, No. 3:14-cv-238 (E.D. Va.). Walmart itself was a party in *Beverly*, wherein its background check vendor committed to a specific schedule for the provision of the notices challenged here.

50. More recently, Walmart faced allegations like those here in *Stephens v. Walmart Stores, Inc.*, No. 0:16-cv-62723-KMM (M.D. Fla.), but managed to escape liability based on a technicality not present here.

51. Defendant has likewise long been aware of litigation its background-check vendors faced regarding adjudication of reports and the provision of notice under the FCRA's employment-purpose subsections. *Manuel*, No. 3:14-cv-238; *Henderson v. Acxiom Risk Mitigation, Inc.*, No. 3:12-cv-00589 (E.D. Va.); *Smith v. ChoicePoint*, No. 3:07-cv-541 (E.D. Va.); *Williams v. LexisNexis Risk Mgmt., Inc.*, No. 3:06-cv-241 (E.D. Va.).

52. To ensure knowing compliance with the FCRA, Congress requires that before any consumer reporting agency may provide consumer reports on an applicant, the reporting agency must have obtained a certification from the employer that it will comply with 15 U.S.C. § 1681b(b)(3) whenever the employer decides to take adverse action based in whole or in part on the consumer report. 15 U.S.C. § 1681b(b)(1)(A).

53. Upon information and belief, Defendant knowingly executed a certification providing that it would comply with the various provisions of the

FCRA whenever adverse action was contemplated or taken based in whole or in part on information contained in a consumer report.

54. Despite its certifications, Defendant knowingly violated 15 U.S.C. §§ 1681b(b)(2) and b(b)(3).

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

56. These requirements have been part of the fabric of the FCRA since Congress enacted it. Defendant has had decades by which to become compliant with these requirements, yet it has not done so.

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

58. As a result of these FCRA violations, Defendant is liable to Plaintiff and to each putative class member for statutory damages from \$100.00 to \$1,000.00 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 attorney's fees and costs pursuant to § 1681n and § 1681o.

CLASS ACTION ALLEGATIONS

59. Pursuant to Federal Rule of Civil Procedure 23 and 15 U.S.C. § 1681b, Plaintiff bring this action for himself and on behalf of the putative class and

subclass defined below.

60. In Count I, Plaintiff asserts a FCRA claim under 15 U.S.C. § 1681b(b)(3)(A)(i) on behalf of an “Adverse Action Class” consisting of:

All consumers in the United States who (1) were subject to a consumer report provided to Walmart or Sam’s Club, (2) for whom, based in whole or in part on the information contained in those consumer reports, (3) there was entered into Walmart or Sam’s Club computer system a code indicating that person was ineligible for hire or continued employment, and (4) for whom Walmart or Sam’s Club did not provide the consumer with a copy of the consumer report and written summary of FCRA rights at least five business days before the code was entered in Walmart or Sam’s Club’s system, (5) for the five years preceding the date of this action.

61. Plaintiff also asserts Count I on behalf of the following “Temporary Worker Sub-Class,” consisting of:

All members of the Adverse Action class who Walmart or Sam’s Club classified as temporary employees.

62. 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, hundreds of Defendant’s employees and prospective employees satisfy the definition of the putative classes. Based on

the number of putative class members, joinder is impracticable. The names and addresses of the Class members are identifiable through Defendant's records and published Class members may be notified of this action by mailed notice.

63. 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 their standard policies and practices.

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

65. 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 class. These common questions include, but are not limited to:

- a. whether Defendant uses consumer report information to conduct background checks on consumers;
- b. whether Defendant provided consumers with notice and copies of their consumer reports before taking an adverse employment action against them;
- c. whether Defendant's violation of the FCRA was willful;

- d. the proper measure of statutory damages; and
- e. the proper form of injunctive and declaratory relief.

66. This case is maintainable as a class action because prosecution of actions by or against individual members of the putative class would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for the Defendant. Further, adjudication of each individual Class member's claim as a 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.

67. This case is also maintainable as a class action because Defendant 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.

68. Class certification is also appropriate because questions of law and fact common to the putative class predominate over any questions affecting only individual members of the putative class, and also because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct, which is described in this Complaint, stems from common and uniform policies and practices, resulting in common violations of the FCRA. Members of the putative classes do not have an

interest in pursuing separate actions against the 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.

69. 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.

COUNT I

Failure to Provide Pre-Adverse Action Notice in Violation of FCRA 15 U.S.C. § 1681b(b)(3)(A)(i)

70. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs 16-29.

71. Defendant used a "consumer report," as defined by the FCRA, to take adverse employment action against Plaintiff and other members of the Adverse Action Class and Temporary Worker Sub-Class.

72. Defendant violated the FCRA by failing to provide Plaintiff and other

Class members with pre-adverse action notice, and a copy of the consumer report used to take adverse employment action against them, before taking such adverse action. *See* 15 U.S.C. § 1681b(b)(3)(A)(i)(A).

73. The foregoing violations were willful. Defendant acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Class members under 15 U.S.C. § 1681b(b)(3)(A)(i)(A). Defendant knew or should have known of its legal obligations under the FCRA. These obligations are well established in the plain language of the statute and in the promulgations of the Federal Trade Commission. Defendant obtained or otherwise had available substantial written materials that apprised Defendant of its duties under the FCRA. Any reasonable employer knows of the existence of these FCRA mandates, or can easily discover their substance.

74. Moreover, at the time Defendant failed to follow 15 U.S.C. § 1681b(b)(3)(A)(i)(A) a plethora of FTC opinions and case law existed.

75. Plaintiff and the Classes are entitled to statutory damages of not less than \$100.00 and not more than \$1,000.00 for each and every one of these violations under 15 U.S.C. § 1681n(a)(1)(A), in addition to punitive damages as the Court may allow under 15 U.S.C. § 1681n(a)(2).

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

WHEREFORE, Plaintiff, on behalf of himself and the putative classes, pray 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. awarding statutory damages as provided by the FCRA, including punitive damages, to members of the putative classes; and
- e. awarding reasonable attorneys' fees and costs as provided by the FCRA.

DEMAND FOR JURY TRIAL

Plaintiff and the putative classes demand a trial by jury.

Dated this 18th day of June, 2021.

/s/ Marc R. Edelman

MARC R. EDELMAN, ESQ.

Florida Bar No.: 0096342

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Attorneys for Plaintiff

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

JERMAINE WILLIAMS, on behalf of himself and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Marc R. Edelman, Esq. 813.577.4722
Morgan & Morgan, P.A.
201 N. Franklin St., Ste. 700, Tampa, FL 33602

DEFENDANTS

Walmart, Inc. in its own name and d/b/a Sam's Club,

County of Residence of First Listed Defendant Benton County
(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	<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"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" 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	LABOR	FEDERAL TAX SUITS
<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"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

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

VI. CAUSE OF ACTION

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

Fair Credit Reporting Act ("FCRA")

Brief description of cause:
Violation of the FCRA

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

SIGNATURE OF ATTORNEY OF RECORD

06/18/2021

/s/ Marc R. Edelman

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

JERMAINE WILLIAMS, on behalf of himself and all others similarly situated,

Plaintiff(s)

v.

WALMART, INC., in its own name and d/b/a SAM'S CLUB,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

WALMART, INC.
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Marc R. Edelman, Esq.
Morgan & Morgan, P.A.
201 N. Franklin Street, Suite 700
Tampa, Florida 33602

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sam's Club Failed to Provide Notice Before Firing Worker Based on Background Check, Lawsuit Alleges](#)
