

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

SHAWANA SANDERS and KENYATTA
WILLIAMS on their own behalf and on behalf
of all similarly situated individuals,

Plaintiffs,

v.

Case No.: 2:18-cv-00555-UA-CM

GLOBAL RADAR ACQUISITION, LLC d/b/a
GLOBAL HR RESEARCH,
a foreign for-profit corporation,
f/k/a RADAR POST-CLOSING HOLDING
COMPANY, INC., f/k/a
GLOBAL HR RESEARCH, INC.,

Defendant.

**PLAINTIFFS' FIRST AMENDED
CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, Shawana Sanders and Kenyatta Williams, by and through their attorneys, and on behalf of themselves and the putative class set forth below, bring the following First Amended Class Action Complaint against Defendant, Global Radar Acquisition, LLC d/b/a Global HR Research f/k/a Radar Post-Closing Holding Company, Inc. f/k/a Global HR Research, Inc. (collectively, hereinafter referred to as “Global HR Research” or “Defendant”), including its related entities, subsidiaries, predecessors and successors, under the Fair Credit Reporting Act of 1970, as amended (“FCRA”), 15 U.S.C. §§ 1681a–x

PRELIMINARY STATEMENT

1. Defendant, Global HR Research is a consumer reporting agency (“CRA”), providing employers with consumer reports, commonly referred to as “background checks,” for employment purposes. Employers rely on these reports to make employment related decisions on applicants and employees.

2. Accessing employment-purpose background checks by anyone is presumptively illegal under the FCRA. To access and use background checks, employers must abide by strict disclosure and notice requirements imposed by the statute, and must—before they may obtain a report in the first place—certify to the CRA that they have (as to disclosure) and will (regarding notice) abide by these requirements. *See* 15 U.S.C. § 1681b(b)(2), (3).

3. The FCRA also makes it presumptively illegal for a CRA like Defendant to issue a report in the employment context. A CRA may issue such a report “only if” it first obtains from the person to whom it plans to issue the report the certification described in the preceding Paragraph.

4. These requirements must be met as to each report a CRA issues—blanket or prospective certifications by the users of reports are not permitted.

5. The failure to meet these certification rules means the CRA is forbidden from issuing reports in the employment context. If the CRA issues a report without the certifications, it violates the law with each report it issues.

6. A-1 Contract Staffing, Inc., Oasis Outsourcing Admin., Inc., Oasis Outsourcing Admin. II, Inc., Oasis Outsourcing Contract III, Inc., Oasis Outsourcing II, Inc., Oasis Outsourcing Contract VII, Inc., and Oasis Outsourcing HR, Inc. are professional employer organizations providing employee staffing and leasing services under the trade names “Oasis Outsourcing” and “A1 HR” (collectively, hereinafter referred to as “A1 HR”). A1 HR leases employees to their employer clients, providing an array of administrative services and insurance coverages. However, A1 HR’s clients make their own hiring and firing decisions. A1 HR does not make the hiring and firing decisions for its clients.

7. Naples Hotel Group, LLC (hereinafter, “Naples Hotel Group”) operates hotels in several states. Naples Hotel Group used A1 HR’s services, *i.e.* was an employer-client of A1-HR.

8. A1 HR and Defendant, Global HR Research had a relationship wherein A1 HR’s clients, *i.e.* employers, were permitted to use Global HR Research’s online portal to obtain consumer reports for employment purposes.

9. Defendant, Global HR Research had similar relationships with other professional employer organizations providing employee staffing and leasing services and other employers wherein Global HR furnished consumer reports for employment purposes through its online portal.

10. 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 consumer reporting agency and user of the consumer report have complied with the statute’s strict certification, disclosure, authorization and notice requirements. 15 U.S.C. § 1681b(a).

11. Global HR Research willfully violated these requirements, in systematic violation of Plaintiffs’ rights and the rights of other putative class members.

12. Global HR Research violated 15 U.S.C. §§ 1681b(b)(1)(A)(i)-(ii) by providing consumer reports used for employment purposes without certification from A1 HR’s clients that they would abide by the FCRA’s disclosure, authorization and notice requirements set forth in 15 U.S.C. § 1681b(b)(2) and § 1681b(b)(3).

13. Based on the foregoing violations, Plaintiffs assert FCRA claims against Global HR Research on behalf of themselves and a class consisting of consumers whose consumer

reports were furnished by Global HR Research without certification that the user would comply with the FCRA's strict disclosure, authorization and notice requirements.

14. In Count I Plaintiff asserts a FCRA claim against Global HR Research under 15 U.S.C. §§ 1681b(b)(1)(A)(i)-(ii) on behalf of a "Certification Class" consisting of:

All employees and job applicants in the United States who were the subject of a consumer report furnished by Global HR Research that was provided without the user's certification of compliance with 15 U.S.C. § 1681b(b)(2) and 15 U.S.C. § 1681b(b)(3), within five years of the filing of this lawsuit through the date of final judgment in this action.

15. On behalf of themselves and the putative class, Plaintiffs seek statutory damages, costs and attorneys' fees, equitable relief, and other appropriate relief under the FCRA.

THE PARTIES

16. Individuals and class representatives, Plaintiffs, Kenyatta Williams and Shawana Sanders ("Plaintiffs") live in Florida, were employed by Naples Hotel Group, LLC, but were terminated from employment based upon the contents of their consumer report. Plaintiffs are members of the putative class defined below.

17. Defendant, Global HR Research is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and provides consumer reports for employment purposes.

JURISDICTION AND VENUE

18. This Court has jurisdiction over Plaintiffs' claims by virtue of Defendant's removal of the case to federal court.

19. Venue is proper in this Court because, while Plaintiffs filed the case in state court in Lee County, Florida, Defendant removed the case "to the district court of the United States for the district and division embracing the place where such action is pending." 28 U.S.C. 1441(a).

ALLEGATIONS REGARDING DEFENDANT’S BUSINESS PRACTICES

13. Congress has recognized consumer reporting agencies like Global HR Research have assumed a vital role in assembling information on consumers, and therefore implemented the FCRA to ensure credit reporting agencies “exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy.” 15 U.S.C. § 1681.

14. In accordance with Congress’ findings, a consumer reporting agency may only furnish a consumer report for employment purposes if the *user* has certified its compliance with 15 U.S.C. § 1681b(b)(2)(A) before the report is furnished and certifies future compliance with 15 U.S.C. § 1681b(b)(3), if applicable. 15 U.S.C. §§ 1681b(b)(1)(A)(i)–(ii).

15. The certification requirement reads, in pertinent part:

(1) **Certification from user** A consumer reporting agency may furnish a consumer report for employment purposes *only if* –

(A) the person who obtains such report from the agency certifies to the agency that –

(i) the person has complied with paragraph (2) with respect to the consumer report, and the person will comply with paragraph (3) with respect to the consumer report if paragraph (3) becomes applicable.

15 U.S.C. § 1681b(b)(1)(A)(i) (italics added).

16. A CRA that furnishes consumer reports used for employment purposes without receiving the requisite certification of FCRA compliance from the person obtaining the report is furnishing the consumer report unlawfully. 15 U.S.C. §§ 1681b(b)(1)(A)(i)-(ii).

17. Global HR Research furnished consumer reports to A1 HR, with knowledge A1 HR’s employer/clients, not A1-HR used such consumer reports for employment purposes. However, Global HR Research furnished the consumer reports to A1 HR through a web based portal used by A1 HR’s clients, without requiring A1 HR’s clients, who were actually obtaining

and using the consumer reports, to certify compliance with 15 U.S.C. § 1681b(b)(2)(A) before furnishing the report or certifying future compliance with 15 U.S.C. § 1681b(b)(3), if applicable.

18. Global HR Research furnished consumer reports to A1 HR, with knowledge A1 HR's employer/clients, not A1-HR used such consumer reports for employment purposes. However, Global HR Research furnished the consumer reports to A1 HR through a web based portal used by A1 HR's clients, without requiring A1 HR's clients, who were actually obtaining and using the consumer reports, to certify compliance with 15 U.S.C. § 1681b(b)(2)(A) before furnishing the report or certifying future compliance with 15 U.S.C. § 1681b(b)(3), if applicable.

19. Global HR Research similarly furnished consumer reports to other employers who were obtaining and using the consumer reports for employment purposes, without requiring them to certify compliance with 15 U.S.C. § 1681b(b)(2)(A) before furnishing the report or certifying future compliance with 15 U.S.C. § 1681b(b)(3), if applicable.

20. The paragraphs referenced in § 1681b(b)(1)(A)(i) are the stand alone disclosure, written authorization and pre-adverse action notification requirements set forth in § 1681b(b)(2) and § 1681b(b)(3).

21. The purpose of the certification requirement is to ensure users of consumer reports for employment purposes follow the statutory framework Congress created to safeguard consumers' rights to privacy and information.

22. It is flatly illegal for a consumer reporting agency to furnish a consumer report for employment purposes unless the consumer reporting agency has received the FCRA-mandated certification of compliance from the user. In fact, compliance with the certification requirement provides the *only* lawful means for a consumer reporting agency to furnish a consumer report for employment purposes. 15 U.S.C. § 1681b(a).

ALLEGATIONS SPECIFIC TO PLAINTIFFS

23. Naples Hotel Group was an employer-client of A-1 HR but made its own hiring and firing decisions.

24. Naples Hotel Group required that Plaintiffs sign documents titled *Notice and Acknowledgement*, purportedly authorizing Naples Hotel Group to procure their consumer reports for employment purposes.

25. Had Plaintiffs known that Naples Hotel Group and Defendant would violate the law in obtaining and using their background checks, they never would have signed the authorization documents.

26. And because Defendant never obtained Naples Hotel Group's certification of compliance with Section 1681b(b)(2), Defendant was not aware of any authorization from Plaintiffs to issue their reports to Naples at the time it did so.

27. On September 28, 2016 Naples Hotel Group used A1 HR's web-based portal to obtain Plaintiff Williams's consumer report from Global HR Research. However, Naples Hotel Group never certified compliance with 15 U.S.C. § 1681b(b)(2)(A) or § 1681b(b)(3) before obtaining the consumer report from Global HR Research.

28. On June 7, 2016 Naples Hotel Group used A1 HR's web-based portal to obtain Plaintiff Sanders' consumer report from Global HR Research. However, Naples Hotel Group never certified compliance with 15 U.S.C. § 1681b(b)(2)(A) or § 1681b(b)(3) before obtaining the consumer report from Global HR Research.

29. Global HR Research furnished the consumer reports to Naples Hotel Group even though Naples Hotel Group had never certified compliance with 15 U.S.C. § 1681b(b)(2)(A) before obtaining the report or that it would comply with § 1681b(b)(3), if ever applicable.

30. Despite having none of the requisite certifications of FCRA compliance, Global HR still furnished Naples Hotel Group with hundreds of consumer reports that were being used for employment purposes.

31. Moreover, Naples Hotel Group could not have possibly certified compliance with § 1681b(b)(2)(A) because the *Notice and Acknowledgement* forms executed by Plaintiffs, supplied by Global HR Research, did not satisfy the requirements of § 1681b(b)(2). Thus, the purported disclosure was also unlawful.

32. Naples Hotel Group obtained Plaintiffs' consumer reports from Global Research and used the reports for employment purposes.

33. Plaintiffs were both terminated on October 5, 2016 based upon the consumer reports Global HR Research unlawfully furnished to Naples Hotel Group. However, Plaintiffs were never provided pre-adverse action notification pursuant to § 1681b(b)(3), most likely because Naples Hotel Group never certified to Global HR Research it would provide such notification, if applicable, before obtaining Plaintiffs' consumer reports.

34. In other words, Plaintiffs lost their jobs, were not provided with the proper notice so that they learned of their rights to dispute any information in the reports or to otherwise discuss the information in those reports before Naples Hotel Group fired them, and had their consumer reports improperly accessed because Defendant failed to obtain the appropriate certifications from Naples Hotel Group. Such failure also caused an invasion of Plaintiffs' privacy, as Defendant released their consumer reports to Naples Hotel Group without having a statutory basis for doing so.

PLAINTIFFS' CONCRETE HARM

35. Global HR Research unjustly enriched itself by unlawfully compiling Plaintiffs' personal, private and sensitive information and selling it without a permissible purpose. The injury of "unjust enrichment" has its roots in English common law. Causes of action for unjust enrichment were part of "the traditional concern of the Courts at Westminster." *Vt. Agency of Nat. Res. v. United States ex rel. Stevens*, 529 US 765, 774 (2000)(quoting *Coleman v. Miller*, 307 U.S. 433, 460 (1939)).

36. Global HR Research also violated Plaintiffs' right to privacy by compiling their personal, private and sensitive information into a consumer report and furnishing it to a third party, Naples Hotel Group, without a permissible purpose, since Global HR Research did not have the requisite certifications from Naples Hotel Group.

37. The FCRA's protections regarding who may obtain consumer reports and under what circumstances they may do so are real and substantive, not merely procedural. The violation alleged here is not some mere technical requirement—without the certification from Naples, Defendant had no statutory permission to provide Naples Hotel Group with a report about Plaintiffs.

38. This improper issuance of a report harmed Plaintiffs by invading their privacy—Defendant released Plaintiffs' private, personal information to Naples Hotel Group without a lawful reason for doing so.

39. Protection of consumer privacy is one well-recognized aspect of the FCRA, and the statutory provisions violated here have been part of the FCRA since its enactment in 1970.

40. Plaintiffs and the putative class members have a common-law right to keep their personal information from being distributed and used without their knowledge. Congress sought

to enhance the protection of that right by enacting the FCRA and incorporating many consumer-oriented safeguards, which restrict the distribution of consumer reports only for the reasons listed “and no other.” Indeed, the FCRA preempts the common-law tort of intrusion upon seclusion, and the FCRA expresses Congress’ finding of “a need to insure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality and a respect for the consumer’s right to privacy.” 15 U.S.C. § 1681a(4).

41. Defendant invaded Plaintiffs’ and the putative class members’ right to privacy when it provided their highly confidential personal information without a statutory basis for doing so.

42. Defendant’s failure to obtain the appropriate authorizations from Naples Hotel Group injured Plaintiffs in that (1) their privacy was unlawfully invaded by Defendant’s provision of background reports about them without statutory permission; (2) Plaintiffs suffered an informational injury—by not obtaining a proper disclosure of Naples’ intent to obtain their consumer reports for employment purposes—because Defendant did not itself obtain the appropriate certification from Naples Hotel Group, that it would comply with the disclosure requirement of Section 1681b(b)(2); (3) Plaintiffs were deprived of their ability to contest or discuss with Naples the contents of their consumer reports because Defendant did not obtain the proper certification from Naples that it would provide the appropriate notice to Plaintiffs if Naples chose to use the contents of their consumer reports as a basis to deny employment; and (4) Defendant was unjustly enriched by selling Plaintiffs’ consumer reports to Naples when Defendant had no statutory basis on which to release those reports to Naples.

43. The conduct that Defendant engaged in is precisely the type that Congress sought to prevent—protection of consumer privacy—with the restrictions it has imposed on access to

consumers' sensitive, personal information.

44. Plaintiffs and the putative class members 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.

45. Global HR Research violated Plaintiffs' right to privacy by compiling their personal, private and confidential information into a consumer report without a permissible purpose and selling it for a profit to a third party.

46. Naples Hotel Group terminated Plaintiffs' employment based in whole or in part on the contents of their consumer reports, which Defendant provided to Naples without a statutory basis for doing so. However, Naples Hotel Group never provided Plaintiffs with pre-adverse action notice, a copy of their consumer report or summary of rights. Again, it is not surprising Naples Hotel Group failed to satisfy the requirements of § 1681b(b)(3) since Naples Hotel Group never certified to Global HR Research that it would comply with § 1681b(b)(3) before obtaining Plaintiffs' consumer report.

47. If Plaintiffs had known Global HR Research was furnishing their consumer reports to Naples Hotel Group without a legal right to do so, Plaintiffs would not have permitted Global HR Research to furnish their consumer reports to Naples Hotel Group.

48. If Plaintiffs had known Global HR Research was furnishing their consumer reports to Naples Hotel Group without a legal right to do so, and such consumer reports would be the basis for their termination, Plaintiffs would not have permitted Global HR Research to furnish their consumer reports to Naples Hotel Group.

49. If Plaintiffs knew Global HR Research was profiting unlawfully from their consumer report, Plaintiffs would not have authorized Global HR Research to compile their personal, private and sensitive information for sale.

DEFENDANT ACTED WILLFULLY

50. 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.

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

52. Before CRAs provide consumer reports for employment purposes, they must obtain a written certification that the recipient has (a) provided the consumer with an FCRA-compliant disclosure that a report will be sought; and (b) received that consumer's written authorization. *Obabuecki v. Int'l Business Machines Corp.*, 145 F. Supp. 2d 371, 393 (S.D.N.Y. 2001).

53. This requirement has been part of the fabric of the FCRA since Congress enacted it. Defendant has had decades by which to become compliant with this requirement, yet it has not done so.

54. Discovery will show that Defendant has no process or procedure directed to compliance with the certification requirement, despite knowing of its existence.

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

56. As a result of these FCRA violations, Defendant is liable to Plaintiffs and to each putative 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 attorney's fees and costs pursuant to § 1681n and § 1681o.

CLASS ACTION ALLEGATIONS

57. Plaintiff asserts a claim against Global HR Research on behalf of a "Certification Class" defined as:

All employees and job applicants in the United States who were the subject of a consumer report furnished by Global HR Research that was provided without the user's certification of compliance with 15 U.S.C. § 1681b(b)(2) and 15 U.S.C. § 1681b(b)(3), within five years of the filing of this complaint through the date of final judgment in this action.

58. Numerosity: The members of the putative class are so numerous that joinder of all class members is impracticable. Global HR Research furnished hundreds of consumer reports to Naples Hotel Group alone. Global HR Research regularly compiles consumers' personal, private and sensitive information into consumer reports for sale to employers. Plaintiffs are informed and believe that during the relevant time period, tens of thousands of employees and prospective employees, if not hundreds of thousands, satisfy the definitions of the putative class. Based on the number of putative class members, joinder is impracticable. The names and addresses of the class members are identifiable through Global HR Research's records and published class members may be notified of this action by mailed notice.

59. Typicality: Plaintiff's claims are typical of those of the members of the putative class. Global HR Research typically furnishes consumer reports for employment purposes to employers. The FCRA violations suffered by Plaintiffs are typical of those suffered by other

putative class members because absent the requisite certifications, Global HR Research did not have a permissible purpose to furnish the consumer report.

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

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

- a. whether Defendant furnished consumer reports for employment purposes without the user's certification of compliance with 15 U.S.C. § 1681b(b)(2), before furnishing such reports;
- b. whether Defendant furnished consumer reports for employment purposes without the user's certification of compliance with 15 U.S.C. § 1681b(b)(3), if applicable;
- c. whether Defendant's violation of the FCRA was willful;
- d. the proper measure of statutory damages; and
- e. the proper form of relief.

62. 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 Global HR Research. 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.

63. This case is also maintainable as a class action because Global HR Research acted or refused to act on grounds that apply generally to the putative class.

64. 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 stems from common and uniform policies and practices, resulting in common violations of the FCRA. Members of the putative class do not have an interest in pursuing separate actions against Defendant, as the amount of each class member's individual claim for damages is small in comparison to the expense and burden of individual prosecution. Class certification will also obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant. 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.

COUNT I

Failure to Obtain Certification Prior to Furnishing a Consumer Report for Employment Purposes in Violation of 15 U.S.C. § 1681b(b)(1)(A)

65. Plaintiffs restate the allegations set forth in Paragraphs 1 through 64 as if fully set forth herein.

66. Global HR Research willfully violated 15 U.S.C. § 1681b(b)(1)(A) because it provided consumer reports about Plaintiffs, which were used for employment purposes, without the user's certification of compliance with the disclosure, authorization and notification requirements set forth in 15 U.S.C. § 1681b(b)(2) and § 1681b(b)(3).

67. Global HR Research invaded Plaintiffs' privacy by compiling Plaintiffs' personal, private and sensitive information into a consumer report for employment purposes, and furnishing said consumer reports without a permissible purpose.

68. Global HR Research caused Plaintiffs injury because the reports Global HR Research furnished were used, in whole or in part, as the basis for an adverse employment action.

69. Global HR Research caused Plaintiffs injury because Global HR Research permitted the user of their consumer reports to circumvent the disclosure, authorization and notification requirements of the FCRA when using consumer reports for employment purposes by failing to require Naples Hotel Group to certify compliance therewith.

70. The forgoing violations were willful. At the time Global HR Research violated 15 U.S.C. § 1681b(b)(1)(A), Global HR Research knew it was required to obtain certification of compliance with 15 U.S.C. § 1681b(b)(2) from Naples Hotel Group before furnishing Naples Hotel Group with consumer reports for employment purposes and certification with the notification requirements of 15 U.S.C. § 1681b(b)(3), if applicable. Global HR Research's willful conduct is also reflected by, among other things, the following facts:

- a. Global HR Research knew of potential FCRA liability;
- b. Global HR Research is a consumer reporting agency with access to legal advice through their own general counsel's office and outside employment counsel, and there is not contemporaneous evidence that it determined that its conduct was lawful;
- c. The FCRA's certification requirement is clearly spelled out in the plain language of the statute;

- d. Global HR Research knew or had reason to know that their conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute; and
- e. Global HR Research voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

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

72. The Plaintiffs and the “Certification Class” are further entitled to recover their costs and attorneys’ fees, in accordance with 15 U.S.C. § 1681n(a)(3).

WHEREFORE, Plaintiffs, on behalf of themselves and the putative “Certification Class” pray for relief as follows:

- a. determining that this action may proceed as a class action;
- b. designating Plaintiffs as class representatives and designating Plaintiff’s counsel as counsel for the putative class;
- c. issuing proper notice to the putative class at Global HR Research’s expense;
- d. finding that Global HR Research committed multiple, separate violations of the FCRA;
- e. finding that Global HR Research acted willfully in deliberate or reckless disregard of Plaintiffs’ rights and its obligations under the FCRA;

- f. awarding statutory damages as provided by the FCRA, including punitive damages, to members of the putative class; and
- g. awarding reasonable attorneys' fees and costs as provided by the FCRA.

DEMAND FOR JURY TRIAL

Plaintiffs and the putative class demand a trial by jury.

Dated this 12th day of October, 2018.

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