

**KINGSLEY & KINGSLEY, APC**  
ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123  
eric@kingsleykingsley.com  
KELSEY M. SZAMET, Esq., Cal. Bar No. 260264  
kelsey@kingsleykingsley.com  
JUSTIN M. AUFDERHAR, Esq., Cal. Bar No. 314023  
justin@kingsleykingsley.com  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
Telephone: (818) 990-8300  
Fax: (818) 990-2903

**DAVTYAN PROFESSIONAL LAW CORPORATION**  
EMIL DAVTYAN, Esq., Cal. Bar No. 299363  
emil@davtyanlaw.com  
5959 Topanga Canyon Blvd, Suite 130  
Woodland Hills, CA 91367  
Telephone: (818) 875-2008/ Fax: (818) 722-3974

Attorneys for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

ERIC FELIX, an individual, on behalf  
of himself and others similarly situated,

PLAINTIFF,

v.

WM. BOLTHOUSE FARMS, INC.;;  
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 1:19-cv-00312-AWI-EPG

District Judge: Anthony W. Ishii  
Magistrate Judge: Erica P. Grosjean

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures, 15 U.S.C. § 1681b(b)(2)(A)(i);
2. Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization, 15 U.S.C. § 1681b(b)(2)(A)(ii);

**DEMAND FOR A JURY TRIAL**

1 Plaintiff ERIC FELIX (“Plaintiff”), on behalf of himself and all others  
2 similarly situated, alleges on information and belief, except for his own acts and  
3 knowledge, the following:

4 **I.**

5 **INTRODUCTION**

6 1. Defendant WM. BOLTHOUSE FARMS, INC. (“Defendant”) is a  
7 Michigan Corporation and at all relevant times mentioned herein conducted and  
8 continues to conduct substantial and regular business throughout California.

9 2. Defendant is a farming company specializing in fresh produce and  
10 beverages that include juices, smoothies, protein plus, breakfast smoothies, café  
11 drinks, dressings such as Greek yogurt and vinaigrette; and carrots.

12 3. Plaintiff applied, was hired, and performed work for Defendant in  
13 Bakersfield, California.

14 4. Upon information and belief, during the application process, Defendant  
15 contracted with Sterling Infosystems Inc. to conduct a background check. Plaintiff  
16 filled out Defendant’s standard “Consent to Request Consumer Report &  
17 Investigative Consumer Report Information” form permitting Sterling Infosystems  
18 Inc. to obtain a consumer report verifying Plaintiff’s background and experience.  
19 (“standard FCRA form”).

20 5. Defendant’s standard FCRA form is attached hereto as **Exhibit 1**. This  
21 form is a single “document” for purposes of the FCRA and consists of a disclosure  
22 and authorization.

23 6. Defendant’s FCRA disclosure is invalid on two separate grounds. First,  
24 Defendant’s FCRA disclosure violates the “standalone” disclosure requirement in  
25 15 U.S.C. § 1681b(b)(2)(A)(i) (the FCRA disclosure must be “in a document that  
26 consists solely of the disclosure”). *Gilberg v. California Check Cashing Stores,*  
27 *LLC*, 913 F.3d 1169, 1175 (9th Cir. 2019). Second, Defendant’s FCRA disclosure  
28 violates the “clear and conspicuous disclosure” requirement in 15 U.S.C. §

1 1681b(b)(2)(A)(i) because Defendant’s FCRA disclosure combines both federal and  
2 state disclosures. *Id.* at 1176.

3 7. Since Defendant’s standard FCRA disclosure is non-complaint,  
4 Plaintiff was confused regarding the nature of his rights under the FCRA and  
5 accordingly did not give valid authorization for Defendant to procure a consumer  
6 report in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii).

7 8. Plaintiff now brings this Class Action on behalf of himself and a  
8 proposed class, defined as:

9 All applicants in the United States who filled out WM.  
10 BOLTHOUSE FARMS, INC.’s standard “Consent to  
11 Request Consumer Report & Investigative Consumer Report  
12 Information” form at any time during the period beginning  
13 five (5) years prior to the filing of this action to the present.  
(the “Proposed FCRA Class” or “Proposed Class”)

14 **II.**

15 **JURISDICTION AND VENUE**

16 9. The Court has jurisdiction over Plaintiff’s federal claims pursuant to 28  
17 U.S.C. §1331 and 15 U.S.C. §1681 of the FCRA.

18 10. Venue is proper in this district pursuant to 28 U.S.C. §1391(d) because  
19 Defendant is subject to personal jurisdiction in this district, maintains offices in this  
20 district, and the actions at issue took place in this district.

21 **III.**

22 **THE PARTIES**

23 A. **PLAINTIFF**

24 11. Plaintiff applied, was hired and performed work for Defendant in  
25 Bakersfield, California from June 8, 2017 through July 10, 2018 as a non-exempt  
26 hourly employee.

27 12. Plaintiff was terminated in-person on July 10, 2018, and received his  
28

1 final paycheck on July 16, 2018.

2 B. DEFENDANT

3 13. Defendant is a Michigan Corporation. At all times relevant herein,  
4 Defendant conducted and continues to conduct business throughout the State of  
5 California including hiring employees such as Plaintiff.

6 14. Defendant's entity address listed with the California Secretary of State  
7 is 7200 East Brundage Lane, Bakersfield, CA 93307.

8 15. Defendant requires Plaintiff and all other persons similarly situated to  
9 fill out Defendant's standard FCRA form (Exhibit 1) permitting Defendant to obtain  
10 a consumer report verifying the applicant's background and experience.

11 16. Plaintiff is informed and believes and thereon alleges that each  
12 Defendant acted in all respects pertinent to this action as the agent of the other  
13 Defendant, and/or carried out a joint scheme, business plan or policy in all respects  
14 pertinent hereto, and/or the acts of each Defendant are legally attributable to the  
15 other Defendant(s).

16 IV.

17 NATURE OF THE ACTION

18 17. The FCRA provides individuals with a number of rights. Specifically,  
19 pertaining to employment-related background checks referred to as "consumer  
20 reports", the FCRA provides that a prospective employee must give valid written  
21 authorization to the background check after receiving a compliant written  
22 disclosure.

23 18. The FCRA's disclosure and authorization requirements are listed in 15  
24 U.S.C. § 1681b(b)(2)(A).

25 V.

26 FACTUAL ALLEGATIONS

27 19. Plaintiff applied to work for Defendant in California. In connection  
28 with his employment application, Plaintiff was required to fill out Defendant's

1 standard FCRA form (Exhibit 1) permitting Defendant to obtain a consumer report  
2 verifying Plaintiff's background and experience.

3 20. Upon information and belief, Defendant required all applicants to  
4 complete the same standard FCRA form.

5 21. Defendant's standard FCRA form is a single "document" for purposes  
6 of the FCRA and consists of a disclosure and authorization.

7 22. Defendant's FCRA disclosure contained extraneous information such  
8 as state disclosures in violation of 15 U.S.C. § 1681b(b)(2)(A)(i)'s so-called  
9 "standalone" disclosure and "clear and conspicuous" requirements. *Gilberg*, 913  
10 F.3d at 1175-76.

11 23. Accordingly, Plaintiff was confused regarding the nature of his rights  
12 under the FCRA and did not give valid authorization for Defendant to procure a  
13 consumer report in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii).

14 24. Nevertheless, Defendant procured or caused to be procured Plaintiff's  
15 consumer report.

16 25. Defendant's failure to provide a compliant disclosure, and failure to  
17 obtain proper authorization, deprived Plaintiff and others similarly situated of the  
18 right to information and the right to privacy guaranteed by 15 U.S.C. §  
19 1681b(b)(2)(A). *Syed v. M-I, LLC*, 853 F.3d 492, 499 (9th Cir. 2017).

20 26. By including extraneous information in its standard FCRA disclosure,  
21 Defendant's conduct is contrary to the plain language of the statute, case law, and  
22 unambiguous regulatory guidance from the Federal Trade Commission ("FTC").

23 27. Thus, Defendant "willfully" violated the FCRA. Defendant knew that  
24 its standard FCRA disclosure must not contain surplus or extraneous information  
25 related to state disclosures and must be clear and not likely to confuse a reasonable  
26 reader.

27 ///

28 ///

1 **VI.**

2 **THE CLASS**

3 28. Plaintiff brings this action on behalf of himself and all others similarly  
4 situated as a Class Action pursuant to Rule 23(a) and 23(b)(3) of the F.R.C.P.  
5 Plaintiff satisfies the requirements of Rule 23(a) and (b)(3) for the prosecution of  
6 this action as a class action. Plaintiff seeks to represent a class defined as follows:

7 All applicants in the United States who filled out WM.  
8 BOLTHOUSE FARMS, INC.'s standard "Consent to  
9 Request Consumer Report & Investigative Consumer Report  
10 Information" form at any time during the period beginning  
11 five (5) years prior to the filing of this action to the present.  
(the "Proposed FCRA Class" or "Proposed Class")

12 29. Plaintiff reserves the right to amend or modify the Class description  
13 with greater specificity or further division into subclasses or limitation to particular  
14 issues.

15 30. This class action on behalf of members of the Proposed Class meets the  
16 statutory prerequisites for the maintenance of a class action as set forth in Rule 23(a)  
17 and 23(b)(3) of the F.R.C.P.

18 A. Numerosity

19 31. The Proposed FCRA Class is so numerous that joinder of all class  
20 members is impracticable.

21 32. While the precise number of members of the Proposed FCRA Class has  
22 not been determined at this time, Plaintiff is informed and believes that Defendant,  
23 during the relevant period, had applicants that numbered well over 1,000.

24 33. Plaintiff alleges that Defendant's records will provide information as to  
25 the number of all members of the Proposed FCRA Class.

26 B. Commonality

27 34. There are questions of law and fact common to the Proposed FCRA  
28

1 Class that predominate over any questions affecting only individual members of the  
2 Class. These common questions of law and fact include, without limitation:

- 3 a. Whether Defendant’s standard FCRA disclosure (Exhibit 1)  
4 meets 15 U.S.C. §1681b(b)(2)(A)(i)’s “clear and conspicuous  
5 disclosure” requirement;
- 6 b. Whether Defendant’s standard FCRA disclosure is “in a  
7 document that consists solely of the disclosure” (15 U.S.C.  
8 §1681b(b)(2)(A)(i));
- 9 c. Whether Defendant acquires applicants’ consumer reports  
10 without authorization in violation of 15 U.S.C.  
11 §1681b(b)(2)(A)(ii); and
- 12 d. Whether Defendant “willfully” violated the FCRA pursuant to  
13 15 U.S.C. §1681n.

14 C. Typicality

15 35. The claims of the named Plaintiff are typical of the claims of the  
16 members of the Proposed FCRA Class.

17 36. Plaintiff is a member of the Proposed FCRA Class. Plaintiff was an  
18 applicant and filled out Defendant’s “Consent to Request Consumer Report &  
19 Investigative Consumer Report Information” form (Exhibit 1) during his application  
20 process. Plaintiff suffered the same injuries and seeks the same relief as the putative  
21 class.

22 D. Adequacy of Representation

23 37. Plaintiff will fairly and adequately represent and protect the interests of  
24 the members of the Proposed Class.

25 38. Counsel for Plaintiff are competent and experience in litigation large  
26 complex consumer and wage and hour class actions.

27 E. Predominance and Superiority of a Class Action

28 39. A class action is superior to other available means for fair and efficient

1 adjudication of this controversy. Individual joinder of all members of the Proposed  
2 Class is not practicable, and questions of law and fact common to the class  
3 predominate over any questions affecting only individual members.

4 40. Class action treatment will allow those similarly situated persons to  
5 litigate their claims in the manner that is most efficient and economical for the parties  
6 and the judicial system. Plaintiff is unaware of any difficulties that are likely to be  
7 encountered in the management of this action that would preclude its maintenance  
8 as a class action.

9 41. Class action treatment will allow a large number of similarly situated  
10 employees to prosecute their common claims in a single forum, simultaneously,  
11 efficiently, and without the unnecessary duplication of effort and expense that  
12 numerous individual actions would require. Further, the monetary amounts due to  
13 many individual class members are likely to be relatively small, and the burden and  
14 expense of individual litigation would make it difficult or impossible for individual  
15 members of the members of the Proposed Class to seek and obtain relief. Moreover,  
16 a class action will serve an important public interest by permitting employees  
17 harmed by Defendant's unlawful practices to effectively pursue recovery of the sums  
18 owed to them.

19 **VII.**

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE**

22 **FCRA**

23 **[15 U.S.C. § 1681b(b)(2)(A)(i), ET SEQ.]**

24 **(BY PLAINTIFF AND ALL MEMBERS OF THE PROPOSED FCRA**

25 **CLASS AGAINST ALL DEFENDANTS)**

26 42. Plaintiff, and the other members of the Proposed FCRA Class, reallege  
27 and incorporate by this reference, as though set forth herein, the prior paragraphs of  
28 this complaint.

1 43. Under the FCRA, it is unlawful to procure a consumer report or cause  
2 a consumer report to be procured for employment purposes, unless:

3 (i) a clear and conspicuous disclosure has been made in writing to  
4 the consumer at any time before the report is procured or causes  
5 to be procured, in a document that consists solely of the  
6 disclosure, that a consumer report may be obtained for  
employment purposes; and

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

9 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii)

10 44. Defendant's standard FCRA form is unlawful on two separate grounds.

11 45. First, Defendant's FCRA disclosure violates the so-called "standalone"  
12 disclosure requirement in 15 U.S.C. § 1681b(b)(2)(A)(i) (the FCRA disclosure must  
13 be "in a document that consists solely of the disclosure") because Defendant's FCRA  
14 disclosure combines both federal and state disclosures, among other extraneous and  
15 irrelevant information. *Gilberg*, 913 F.3d at 1175.

16 46. Second, Defendant's FCRA disclosure violates the "clear and  
17 conspicuous disclosure" requirement in 15 U.S.C. § 1681b(b)(2)(A)(i). The FCRA  
18 disclosure is unclear, as it would "confuse a reasonable reader because it combines  
19 federal and state disclosures." *Gilberg*, 913 F.3d at 1176.

20 47. The violations of the FCRA were willful based on the clear statutory  
21 text, case law guidance, and regulatory guidance. The statutory text of the standalone  
22 requirement is straightforward. The word "solely" in subsection (i) and the one  
23 express exception in subsection (ii), which allows the authorization to be on the same  
24 document as the disclosure, shows that "the FCRA should not be read to have  
25 implied exceptions[.]" *Gilberg*, 913 F.3d at 1175 (citing to *Syed*, 853 F.3d at 501-  
26 03).

27 48. Defendant also had specific case law to provide guidance. *See Gilberg*,  
28

1 913 F.3d at 1175 (“*Syed*’s holding and statutory analysis were not limited to liability  
2 waivers; *Syed* considered the standalone requirement with regard to *any*  
3 *surplusage*”) (citing to *Syed*, 853 F.3d at 501) (emphasis added).

4 49. Lastly, informal guidance from the FTC is unambiguous that no  
5 extraneous information should be included in the FCRA disclosure. *See* FTC,  
6 Opinion Letter, 1997 WL 33791227, at \*1 (Oct. 21, 1997) (“[The] document should  
7 include nothing more than the disclosure and the authorization for obtaining a  
8 consumer report.”); FTC, Opinion Letter, 1998 WL 34323748, at \*2 (Feb. 11, 1998)  
9 (disclosure may describe the “nature of the consumer reports” it covers, but  
10 otherwise should “not be encumbered with extraneous information”); FTC, Opinion  
11 Letter, 1998 WL 34323756, at \*1 (June 12, 1998) (inclusion of a waiver in a  
12 disclosure form violates Section 1681b(b)(2)(A)).

13 50. In addition, Defendant’s violation of the “clear and conspicuous  
14 disclosure” requirement was willful. Defendant knew that its standard disclosure  
15 form must be clear and not contain extraneous information, such as state disclosures,  
16 that would confuse a reasonable person about the nature of his rights under the  
17 FCRA.

18 51. Plaintiff and all other members of the Proposed FCRA Class are entitled  
19 to statutory damages of not less than \$100 and not more than \$1,000 for every willful  
20 violation of the FCRA, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

21 52. Plaintiff and all other members of the Proposed FCRA Class are also  
22 entitled to punitive damages for these willful violations, pursuant to 15 U.S.C.  
23 §1681n(a)(2).

24 53. Plaintiff and all other members of the Proposed FCRA Class are further  
25 entitled to recover their costs and attorneys’ fees, pursuant to 15 U.S.C.  
26 §1681n(a)(3).

27 ///

28 ///

**VIII.**

**SECOND CAUSE OF ACTION**

**FOR FAILURE TO OBTAIN PROPER AUTHORIZATION IN**

**VIOLATION OF THE FCRA**

**[15 U.S.C. § 1681b(b)(2)(A)(ii)]**

**(BY PLAINTIFF AND ALL MEMBERS OF THE PROPOSED FCRA**

**CLASS AGAINST ALL DEFENDANTS)**

54. Plaintiff, and the other members of the Proposed FCRA Class, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

55. Since Defendant's standard FCRA form contains extraneous information, such as state disclosures, the FCRA disclosure does not consist "solely" of the disclosure nor is it "clear and conspicuous" as required by 15 U.S.C. § 1681b(b)(2)(A)(i).

56. Accordingly, Plaintiff was confused regarding the nature of his rights under the FCRA and did not give valid authorization for Defendant to procure a consumer report in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii).

57. Nevertheless, Defendant procured a consumer report or caused a consumer report to be procured for employment purposes on Plaintiff and the Proposed FCRA Class in violation of 15 U.S.C. § 1681b(b)(2)(A).

58. This violation of the FCRA is willful. 15 U.S.C. §1681n. Defendant knew that its standard FCRA form must stand alone and must be clear and conspicuous. In addition, Defendant knew that proper authorization is not possible without a legally compliant disclosure.

59. Plaintiff and all other members of the Proposed FCRA Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for every willful violation of the FCRA, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

60. Plaintiff and all other members of the Proposed FCRA Class are also

1 entitled to punitive damages for these willful violations, pursuant to 15 U.S.C. §  
2 1681n(a)(2).

3 61. Plaintiff and all other members of the Proposed FCRA Class are further  
4 entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. §  
5 1681n(a)(3).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly  
8 and severally, as follows:

- 9 1. That the Court certify the First and Second Causes of Action asserted by the  
10 Proposed FCRA Class as a Class Action pursuant to Fed. R. Civ. Proc.  
11 23(b)(2) and/or (3);
- 12 2. A determination and judgment that Defendant willfully violated 15 U.S.C. §  
13 1681(b)(2)(A)(i) and(ii) of the FCRA;
- 14 3. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of statutory damages to  
15 Plaintiff and all other members of the Proposed FCRA Class in an amount  
16 equal to \$1,000 for Plaintiff and all other members of the Proposed FCRA  
17 Class for each willful violation of the FCRA;
- 18 4. Pursuant to 15 U.S.C. § 1681n(a)(2), an award of punitive damages to Plaintiff  
19 and all other members of the Proposed FCRA Class;
- 20 5. An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C.  
21 § 1681n(a)(3); and,
- 22 6. Such other and further relief as the Court deems just and equitable.
- 23

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands a trial of his claims by jury to the extent authorized  
26 by law.

27

28

1 DATED: May 20, 2019

KINGSLEY & KINGSLEY, APC

2  
3 By: /s/ KELSEY M. SZAMET

Eric B. Kingsley

4 Kelsey M. Szamet

5 Justin Aufderhar

6 Attorneys for Plaintiff

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**EXHIBIT “1”**

**To First Amended Class Action Complaint**

**Case No.: 1:19-cv-00312-AWI-EPG**

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**Consent to Request Consumer Report & Investigative Consumer Report Information**

**ERIC** **FELIX**

Applicant's First Name or Initial Last Name

I understand that **WM. Bolthouse Farms, Inc.** ("COMPANY") will use **Sterling Infosystems Inc., 1 State Street, New York, NY 10004, (877) 424-2457** to obtain a consumer report and/or investigative consumer report ("Report") for employment purposes. I also understand that if hired, to the extent permitted by law, COMPANY may obtain further Reports throughout my employment for an employment purpose from Sterling.

I understand **Sterling Infosystems Inc.'s** ("STERLING") investigation may include obtaining information regarding my credit background, bankruptcies, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, character, general reputation, personal characteristics and standard of living, driving record and criminal record, subject to any limitations imposed by applicable federal and state law. I understand such information may be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge. If an investigative consumer report is being requested, I understand such information may be obtained through any means, including but not limited to personal interviews with my acquaintances and/or associates or with others whom I am acquainted.

The nature and scope of the investigation sought is indicated by the selected services below: **(Employer Use Only)**

- Criminal Background Check
- Education Verification
- Sex Offender Search
- SSN Trace/Address Locator
- Employment Verification
- OFAC/Terrorist Watch List
- Motor Vehicle Report
- Personal Reference Verification
- Fraud & Abuse Control Info System (FACIS®)
- Employment Credit Report
- Professional License/Certification
- Office of Inspector General Sanctions (OIG)
- Other Please List:

I acknowledge receipt of the attached summary of my rights under the Fair Credit Reporting Act and, as required by law, any related state summary of rights (collectively "Summaries of Rights").

This consent will not affect my ability to question or dispute the accuracy of any information contained in a Report. I understand if COMPANY makes a conditional decision to disqualify me based all or in part on my Report, I will be provided with a copy of the Report and another copy of the Summaries of Rights, and if I disagree with the accuracy of the purported disqualifying information in the Report, I must notify COMPANY within five business days of my receipt of the Report that I am challenging the accuracy of such information with STERLING.

I hereby consent to this investigation and authorize COMPANY to procure a Report on my background.

In order to verify my identity for the purposes of Report preparation, I am voluntarily releasing my date of birth, social security number and the other information and fully understand that all employment decisions are based on legitimate non-discriminatory reasons.

The name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries regarding the investigative consumer report is:

Sterling Infosystems, Inc. | 1 State Street, 24<sup>th</sup> Floor, New York, NY 10004 | 877-424-2457 | or | 5750 West Oaks Boulevard, Ste. 100 Rocklin, CA 95765 | 800-943-2589 | or | 6111 Oak Tree Boulevard, Independence, OH 44131 | 800-853-3228

**California, Maine, Massachusetts, Minnesota, New Jersey & Oklahoma Applicants Only:** I have the right to request a copy of any Report obtained by COMPANY from STERLING by checking the box. (Check only if you wish to receive a copy)

**California, Colorado, Connecticut, Maryland, Oregon, Vermont and Washington State Applicants Only (AS APPLICABLE):** I further understand that COMPANY will not obtain information about my credit history, credit worthiness, credit standing, or credit

**Please note:** These sample documents should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. Sterling Infosystems expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided.



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capacity unless: (i) the information is required by law; (ii) I am seeking employment with a financial institution (California, Colorado, Connecticut and Vermont only - in California the financial institution must be subject to Sections 6801-6809 of the U.S. Code and in Vermont it must be a financial institution as defined in 8 V.S.A. § 11101(32) or a credit union as defined in 8 V.S.A. § 30101(5)); (iii) I am seeking employment with a financial institution that accepts deposits that are insured by a federal agency, or an affiliate or subsidiary of the financial institution or a credit union share guaranty corporation that is approved by the Maryland Commissioner of Financial Regulation or an entity or an affiliate of the entity that is registered as an investment advisor with the United States Securities and Exchange Commission (Maryland only); (iv) I am seeking employment in a position which involves access to confidential financial information (Vermont only); (v) I am seeking employment in a position which requires a financial fiduciary responsibility to the employer or a client of the employer, including the authority to issue payments, collect debts, transfer money, or enter into contracts (Vermont only); (vi) COMPANY can demonstrate that the information is a valid and reliable predictor of employee performance in the specific position being sought or held; (vii) I am seeking employment in a position that involves access to an employer's payroll information (Vermont only); (viii) **the information is substantially job related, and the bona fide reasons for using the information are disclosed to me in writing, (complete the question below)** (Colorado, Connecticut, Maryland, Oregon and Washington only); (ix) I am seeking employment as a covered law enforcement officer, emergency medical personnel, firefighter police officer, peace officer or other law enforcement position (California, Oregon and Vermont only - in Oregon the police or peace officer position must be sought with a federally insured bank or credit union and in Vermont the law enforcement officer position must be as defined in 20 V.S.A. § 2358, the emergency medical personnel must be as defined in 24 V.S.A. § 2651(6), and the firefighter position must be as defined in 20 V.S.A. § 3151(3)); (x) the COMPANY reasonably believes I have engaged in specific activity that constitutes a violation of law related to my employment (Connecticut only); (xi) I am seeking a position with the state Department of Justice (California only); (xii) I am seeking a position as an exempt managerial employee (California only); and/or (xiii) I am seeking employment in a position (other than regular solicitation of credit card applications at a retail establishment) that involves regular access to all of the following personal information of any one person: bank or credit card account information, social security number, and date of birth,, I am seeking employment in a position that requires me to be a named signatory on the employer's bank or credit card or otherwise authorized to enter into financial contracts on behalf of the employer, I am seeking employment in a position that involves access to confidential or proprietary information of the Company or regular access to \$10,000 or more in cash (California only).

**Bona fide reasons why COMPANY considers credit information substantially job related (complete if this is the sole basis for obtaining credit information) or in California and Vermont the COMPANY'S basis for the credit check.**

**NY Applicants Only:** I also acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that I may request a copy of any investigative consumer report by contacting STERLING. I further understand that I will be advised if any further checks are requested and provided the name and address of the consumer reporting agency.

**California Applicants and Residents:** If I am applying for employment in California or reside in California, I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person, and, if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards. I understand that I can access the following website <http://sterlinginfosystems.com/privacy> to view STERLING'S privacy practices, including information with respect to STERLING'S preparation and processing of investigative consumer reports and guidance as to whether my personal information will be sent outside the United States or its territories.

**Washington State applicants or employees only:** You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

  
 \_\_\_\_\_  
 Signature:

5/8/17  
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 Today's Date: