

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

DONOVAN HARGRETT,

Plaintiff,

v.

CASE NO. 8:15-cv-2456-T-26EAJ

AMAZON.com DEDC LLC.,
a foreign Delaware corp.,

Defendant.

and

MICHAEL AUSTIN and
DEOLINDA S.M. BONDE,

*on behalf of himself and on themselves
and of all others similarly situated,*

Plaintiffs,

v.

CASE NO. 8:15-cv-2588-T-26JSS

AMAZON.com DEDC LLC,
a foreign Delaware corp.,

Defendant.

CONSOLIDATED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, DONOVAN HARGRETT, MICHAEL AUSTIN and DEOLINDA S.M. BONDE, in accordance with this Court's Order dated November 20, 2015 (*see* Doc. 34), file the following Consolidated Class Action Complaint against Defendant, AMAZON.COM.DEDC, LLC ("Defendant") under the Fair Credit Reporting Act of 1970, as amended ("FCRA"), 15 U.S.C. § 1681 *et seq.*, consolidating the claims from Case Numbers 8:15-cv-2456 and 15-cv-2588.

PRELIMINARY STATEMENT

1. Defendant is the largest Internet-based retailer in the United States, employing thousands of individuals across the country.

2. At all times material hereto, Defendant was a foreign Delaware corporation headquartered in Washington State, and doing business in Ruskin, Florida, which lies within Hillsborough County.

3. Defendant routinely obtains and uses information in consumer reports to conduct background checks on prospective and existing employees, and frequently relies on such information, in whole or in part, as a basis for adverse employment action, such as termination, reduction of hours, change in position, failure to hire, and failure to promote.

4. While the use of consumer report information for employment purposes is not per se unlawful, it is subject to strict disclosure and authorization requirements under the FCRA.

5. Defendant willfully violated these requirements in multiple ways, thereby systematically violating Plaintiffs' rights.

Class Claims for violations of 15 U.S.C. § 1681b(b)(2)(A)(i) and (ii)

6. Specifically, Plaintiffs completed Defendant's online job application, a sample of which is attached hereto as Exhibit A. Lumped into the very last page of Defendant's online job application is Defendant's purported FCRA disclosure form. The form includes, among other things, two waivers purporting to release Defendant of any liability. These waivers are in direct violation of the FCRA stand-alone disclosure requirement.

7. In terms of Plaintiffs' **first class claim**, Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(i) by procuring consumer reports on Plaintiffs and other putative class members

for employment purposes without first making proper disclosures in the format required by the statute.

8. Under this subsection of the FCRA, Defendant is required to disclose to its employees – in a document that consists solely of the disclosure – that it may obtain a consumer report on them for employment purposes, prior to obtaining a copy of their consumer report. Defendant willfully violated this requirement by failing to provide Plaintiffs and other putative class members with a copy of a document solely consisting of Defendant’s disclosure that it may obtain a consumer report on any person for employment purposes, and also by failing to provide this disclosure prior to obtaining a copy of the person’s consumer report.

9. Defendant’s FCRA disclosure violates the FCRA for three specific reasons. First, “[t]he disclosure may not be part of an employment application.” Advisory Opinion to Leathers (Sept. 9, 1998), available at <https://www.ftc.gov/policy/advisoryopinions/advisory-opinion-leathers-09-09-98>. By itself, this renders Defendant’s purported FCRA disclosure unlawful, as it was included within Plaintiffs’ online job application.

10. Second, Defendant’s purported FCRA disclosure contains a liability release (it actually contains two separate releases). It is equally clear from FTC guidance and case law that this type of liability waiver may not be included in the disclosure. Specifically, Defendant included the following liability release within its FCRA disclosure form which reads as follows: “I hereby authorize Amazon to verify and investigate my employment history and to inquire of my current and former employers and references information concerning my work history, character and ability, as Amazon deems necessary. I hereby release Amazon and its representatives in seeking such information and all other persons, corporations or organizations for furnishing such information. In this regard, I agree to sign as a condition of my employment

any and all releases not specified here, but which may be required under law, to implement this background check. I further agree to hold harmless and indemnify Amazon and its employees and agents from and against any and all liability arising out of such background investigations.”

11. Finally, in addition to the liability release at issue, the FCRA disclosure includes extraneous information, including references to “at will” employment, and a statement by Defendant requiring Plaintiffs and the putative class members to acknowledge that nothing contained within the disclosure created a “contract.”

12. Plaintiffs’ **second class claim** alleges that Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(ii) by obtaining consumer reports on Plaintiffs and other putative class members without proper authorization due to the fact that its disclosure forms fail to comply with the requirements of the FCRA.

13. Based on these two class claims, Plaintiffs seek to represent the following putative class:

IMPROPER DISCLOSURE CLASS: All Amazon employees and job applicants in the United States who applied online and were the subject of a consumer report that was procured by Amazon (or cause to be procured by Amazon), from Accurate Background, Inc., within five years of the filing of this complaint through the date of final judgment in this action.

Plaintiff Hargrett’s Non-Class Claim for violation of 15 U.S.C. § 1681b(b)(3)(A)

14. Plaintiff Donovan Hargrett also brings an individual claim against Defendant for violation of 15 U.S.C. § 1681b(b)(3)(A). Plaintiff Hargrett is not seeking to represent any class of individuals under his “pre-adverse” claim. Defendant violated 15 U.S.C. § 1681b(b)(3)(A) by taking adverse employment action that could have been based on undisclosed consumer report information against Plaintiff Hargrett without first providing him with a copy of the pertinent consumer report, and without providing him a reasonable opportunity to respond to the

information in the report. Defendant utilized “Accurate Background, Inc.” to perform its background check on Plaintiff Hargrett.

THE PARTIES

15. Individual and representative Plaintiffs Donovan Hargrett, Michael Austin, and Deolinda S.M. Bonde, are “consumers” as protected and governed by the FCRA. They live within this Judicial District, and applied to work for Defendant in this Judicial District. Plaintiffs are each members of the single Putative Class defined herein.

16. Defendant is a Delaware corporation that operates within this District and Division.

JURISDICTION AND VENUE

17. This Court has federal question jurisdiction over Plaintiffs’ FCRA claims pursuant to 28 U.S.C. § 1331. The Court has also jurisdiction under the FCRA, 15 U.S.C. §1681n and 1681p.

18. Venue is proper in the United States District Court, Middle District of Florida, pursuant to 28 U.S.C. § 1391. Plaintiffs reside in this District, applied to work for Defendant in this District, and their claims arise, in substantial part, in this District. Defendant regularly conducts business in this District and is subject to personal jurisdiction in this district

ALLEGATIONS REGARDING DEFENDANT’S BUSINESS PRACTICES

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

20. Defendant does not perform these background checks in-house. Rather, Defendant relies on an outside consumer reporting agency, Accurate Background, Inc., to obtain

this information and send the resulting reports back to Defendant.

21. These reports constitute “consumer reports” within the meaning of the FCRA.

FCRA Violations Relating to Background Check Class

22. Defendant procured consumer report information on Plaintiffs in violation of the FCRA.

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

- (i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, ***in a document that consists solely of the disclosure*** that a consumer report may be obtained for employment purposes; and
- (ii) the consumer has authorized the procurement of the consumer report in writing (which authorization may be made on the document referred to in clause (i)).

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

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

Defendant does not have a stand-alone FCRA disclosure or authorization form. Defendant’s FCRA disclosure violates the FCRA for three specific -- and different -- reasons. First, the disclosure may not be part of an employment application. Defendant’s FCRA disclosure is unlawful because it was included within and as part of Plaintiffs’ online job application. Second, Defendant’s purported FCRA disclosure contains a liability release. Finally, in addition to a liability release, the FCRA disclosure includes extraneous information, including references to “at will” employment, and a statement by Defendant requiring Plaintiffs and the putative class members to acknowledge that nothing contained within the disclosure created a “contract.”

25. This practice violates the plain language of the FCRA, and flies in the face of unambiguous case law and regulatory guidance from the FTC. *See, e.g., Speer v. Whole Food*

Market Group., Inc., No. 8:14-CV-3035-T-26TBM, 2015 WL 1456981, *3 (M.D. Fla. Mar. 30, 2015); *Lengel v. HomeAdvisor, Inc.*, 2015 U.S. Dist. LEXIS 59017, *19-24 (D. Kan. May 5, 2015); *Milbourne v. JRK Residential Amer., LLC*, 2015 U.S. Dist. LEXIS 29905, *14-19 (E.D. Va. Mar. 11, 2015); *Avila v. NOW Health Group, Inc.*, 2014 U.S. Dist. LEXIS 99178, *6-8 (N.D. Ill. July 17, 2014); *Reardon v. Closetmaid Corp.*, 2013 U.S. Dist. LEXIS 169821, *14-27 (W.D.Pa. Dec. 2, 2013); *Singleton v. Domino's Pizza, LLC*, 2012 U.S. Dist. LEXIS 8626, *27-34 (D. Md. Jan. 25, 2012); and *EEOC v. Video Only, Inc.*, 2008 U.S. Dist. LEXIS 46094 (D. Or. June 11, 2008).

26. Defendant willfully disregarded this case law and regulatory guidance, and willfully violated 15 U.S.C. §§ 1681b(b)(2)(A) by procuring consumer report information on employees without complying with the disclosure and authorization requirements of the FCRA.

THE PLAINTIFFS' APPLICATION PROCESS AND DATES

27. In mid-July 2015, Plaintiff Donovan Hargrett applied online, through Defendant's website, to work for Defendant at its service center in Ruskin, Florida.

28. Also in July 2015, Plaintiff Michael Austin applied online, through Defendant's website, to work for Defendant at its service center in Ruskin, Florida.

29. Likewise, Plaintiff Deolinda S.M. Bonde, applied online, through Defendant's website, to work for Defendant at its service center in Ruskin, Florida. Plaintiff Deolinda S.M. Bonde applied sometime in September of 2015.

30. After Plaintiffs completed Defendant's online application, Defendant procured a consumer report on Plaintiffs by using the services of a third-party vendor, a consumer reporting agency called "Accurate Background, Inc."

CLASS ACTION ALLEGATIONS

31. Plaintiffs assert claims in Counts 1 and 2 on behalf of a Putative Improper Disclosure Class defined as follows:

IMPROPER DISCLOSURE CLASS: All Amazon employees and job applicants in the United States who applied online and were the subject of a consumer report that was procured by Amazon (or cause to be procured by Amazon), from Accurate Background, Inc., within five years of the filing of this complaint through the date of final judgment in this action.

32. Numerosity: The Putative Class is 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 the hiring process. Plaintiffs are informed and believe that during the relevant time period, thousands of Defendant's employees and prospective employees satisfy the definition of the Putative Class.

33. Typicality: Plaintiffs' claims are typical of the members of the Putative Class. Defendant typically uses consumer reports to conduct background checks on employees and prospective employees. The FCRA violations suffered by Plaintiffs are typical of those suffered by other Putative Class members, and Defendant treated Plaintiffs consistent with other Putative Class members in accordance with its standard policies and practices.

34. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Putative Class, and have retained counsel experienced in complex class action litigation.

35. 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, including but not limited to:

- a. Whether Defendant's background check practices and/or procedures comply with the FCRA, including as to its "release" of liability;

- b. Whether Defendant violated the FCRA by procuring consumer report information without making proper disclosures in the format required by the statute;
- c. Whether Defendant violated the FCRA by procuring consumer report information based on invalid authorizations;
- d. Whether Defendant's violations of the FCRA were willful;
- e. The proper measure of statutory damages; and
- f. The proper form of injunctive and declaratory relief.

36. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) 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 Defendant. Further, adjudication of each individual Class member's claim as separate action would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

37. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant acted or refused to act on grounds that apply generally to the Putative Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

38. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Class predominate over any questions affecting only individual members of the Putative Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint 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 claims is small compared to the expense and burden of individual prosecution. Class certification also will 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 likely 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 forum.

39. Plaintiffs intend to send notice to all members of the Putative Class to the extent required by Rule 23. The names and addresses of the Putative Class members are available from Defendant's records.

COUNT I - FIRST CLASS CLAIM FOR RELIEF
Failure to Make Proper Disclosure in Violation of 15 U.S.C. § 1681b(b)(2)(A)(i)
(Plaintiffs and the Putative Class Against Defendant)

40. Plaintiffs, on behalf of the putative class they seek to represent herein, allege and incorporate by reference the allegations in the preceding paragraphs.

41. In violation of the FCRA, the background check that Defendant required the Improper Disclosure Class to complete as a condition of their employment with Defendant does not satisfy the disclosure requirements of 15 U.S.C. § 1681b(b)(2)(A)(i), because Defendant failed to provide a stand-alone document pertaining to how the consumer report information would be obtained and utilized.

42. Defendant violated the FCRA by procuring consumer reports on Plaintiffs and other Background Check Class members without first making proper disclosures in the format required by 15 U.S.C. § 1681b(b)(2)(A)(i). Namely, these disclosures had to be made: (1) before Defendant actually procured consumer reports, and (2) in a stand-alone document, clearly informing Plaintiffs and other Background Check Class members that Defendant might procure a consumer report on each of them for purposes of employment.

43. The foregoing violations were willful. Defendant knew it was required to provide a stand-alone form (separate from the employment application) prior to obtaining and then utilizing a consumer report on Plaintiffs and the Putative Class. In fact, Defendant hired Accurate Background, Inc., a well-respected national consumer reporting agency, to procure its consumer reports on Plaintiffs and the Putative Class.

44. Importantly, Accurate Background, Inc. made readily available to Defendant the FCRA's requirements, including as to stand-alone documents. In fact, the Accurate Background, Inc. website, available at <http://accuratebackground.com/resources/fcra/>, provides a model FCRA disclosure and a plethora of FCRA-related materials and guidance for its customers, "white papers" discussing the FCRA and FCRA compliance, legislative updates, including links to the FTC website, and model forms *that do not have liability waivers*.

45. Accurate Background, Inc. also provided Defendant and all of its clients with access to newsletter and "case studies" with updates on the FCRA. Thus, Defendant was clearly aware of its obligations under the FCRA, including with respect to keeping itself informed of the FCRA's obligations and as to its potential exposure for willful violations.

46. Simply put, at the time that Plaintiffs completed and executed the online job application for Defendant, Defendant had access to a plethora of authority on FCRA and compliance, including the plain language of the FCRA, at least four FTC staff opinions, and multiple federal court decisions.

47. At the time Plaintiffs applied to work for Defendant it was being represented by experienced FCRA counsel but, nevertheless, Defendant continued to operate in violation of the FCRA's stand-alone disclosure requirement.

48. Defendant's willful conduct is also reflected by, among other things, the

following facts:

- a. Due to Defendant's placement of a release of liability within the FCRA disclosure in its job application, Defendant knew of its potential FCRA liability (which is precisely why it tried to avoid it);
- b. Defendant is a large corporation with access to legal advice through its own general counsel's office and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- c. Defendant knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;
- d. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless; and
- e. The consumer reporting agency that provided Plaintiffs' consumer report information to Defendant (Accurate Background, Inc.) has published numerous FCRA-related articles and compliance self-help materials and provided them to Defendant.

49. Plaintiffs and the Improper Disclosure 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).

50. Plaintiffs and the Improper Disclosure Class are further entitled to recover their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

51. **WHEREFORE**, Plaintiffs, on behalf of themselves and the Improper Disclosure 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 Plaintiffs' counsel as counsel for the Putative Classes;
- C. Issuing proper notice to the Putative Classes at Defendant's expense;

- D. Declaring that Defendant committed multiple, separate violations of the FCRA;
- E. Declaring that Defendant acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the FCRA;
- F. Awarding statutory damages as provided by the FCRA, including punitive damages; and
- G. Awarding reasonable attorneys' fees and costs as provided by the FCRA.

COUNT II - SECOND CLASS CLAIM FOR RELIEF

**Failure to Obtain Proper Authorization in Violation of 15 U.S.C. § 1681b(b)(2)(A)(ii)
(Plaintiff and the Putative Class Against Defendant)**

52. Plaintiffs, on behalf of himself and the Improper Disclosure Class, allege and incorporate by reference the allegations in the preceding paragraphs.

53. Defendant violated the FCRA by procuring consumer reports relating to Plaintiffs and other Background Check Class members without proper authorization. See 15 U.S.C. § 1681b(b)(2)(A)(ii).

54. The foregoing violations were willful. Defendant knew it was required to provide a stand-alone form (separate from the employment application) prior to obtaining and then utilizing a consumer report on Plaintiffs and the Putative Class. In fact, Defendant hired Accurate Background, Inc., a well-respected national consumer reporting agency, to procure its consumer reports on Plaintiffs and the Putative Class.

55. Importantly, Accurate Background, Inc. made readily available to Defendant the FCRA's requirements, including as to stand-alone documents. In fact, the Accurate Background, Inc. website, available at <http://accuratebackground.com/resources/fcra/>, provides a model FCRA disclosure and a plethora of FCRA-related materials and guidance for its customers, "white papers" discussing the FCRA and FCRA compliance, legislative updates, including links to the

FTC website, and model forms *that do not have liability waivers*.

56. Accurate Background, Inc. also provided Defendant and all of its clients with access to newsletter and “case studies” with updates on the FCRA. Thus, Defendant was clearly aware of its obligations under the FCRA, including with respect to keeping itself informed of the FCRA’s obligations and as to its potential exposure for willful violations.

57. Simply put, at the time that Plaintiffs completed their respective online job applications for Defendant, Defendant had access to a plethora of authority on FCRA and compliance, including the plain language of the FCRA, at least four FTC staff opinions, and multiple federal court decisions.

58. At the time Plaintiffs applied to work for Defendant it was being represented by experienced FCRA counsel but, nevertheless, Defendant continued to operate in violation of the FCRA’s stand-alone disclosure requirement.

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

- a. Due to Defendant’s placement of a release of liability within the FCRA disclosure in its job application, Defendant knew of its potential FCRA liability (which is precisely why it tried to avoid it);
- b. Defendant is a large corporation with access to legal advice through its own general counsel’s office and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- c. Defendant knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;
- d. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless; and

- e. The consumer reporting agency that provided Plaintiffs' consumer report information to Defendant (Accurate Background, Inc.) has published numerous FCRA-related articles and compliance self-help materials and provided them to Defendant.

60. Plaintiffs and the Improper Disclosure 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).

61. Plaintiffs and the Improper Disclosure Class are further entitled to recover their costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

62. **WHEREFORE**, Plaintiffs, on behalf of themselves and the Improper Disclosure 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 Plaintiffs' counsel as counsel for the Putative Classes;
- C. Issuing proper notice to the Putative Classes at Defendant's expense;
- D. Declaring that Defendant committed multiple, separate violations of the FCRA;
- E. Declaring that Defendant acted willfully in deliberate or reckless disregard of Plaintiff's rights and its obligations under the FCRA;
- F. Awarding statutory damages as provided by the FCRA, including punitive damages; and
- G. Awarding reasonable attorneys' fees and costs as provided by the FCRA.

COUNT III - INDIVIDUAL CLAIM FOR RELIEF

**Violation of 15 U.S.C. § 1681b(b)(3)(A)
(Plaintiff Hargrett Individually Against Defendant)**

63. After Plaintiff Hargrett completed Defendant's online application, Defendant

procured a consumer report on Plaintiff Hargrett by using the services of a third-party vendor, Accurate Background, Inc.

64. Plaintiff Hargrett did not hear back from Defendant on the status of his employment application for weeks. In early August 2015, Plaintiff Hargrett learned through his employment account on Defendant's website that his application had failed due to the results found in the background investigation.

65. Plaintiff Hargrett called Defendant's corporate offices to discuss its rejection of Plaintiff Hargrett's employment application, but he received no assistance.

66. Eventually, Plaintiff Hargrett contacted the consumer reporting agency, Accurate Background, Inc., used by Defendant to get a copy of the consumer report that was provided to Defendant.

67. Plaintiff Hargrett was given no pre-adverse notice whatsoever of the information contained in the consumer report upon which Defendant based its decision.

68. Defendant did not provide Plaintiff Hargrett with a copy of the consumer report that it relied upon prior to Defendant's adverse employment action. As a result, in violation of the FCRA Plaintiff Hargrett was deprived of any opportunity to review the information in the report and discuss it with Defendant before he was denied employment.

69. It was unlawful for Defendant to deny Plaintiff Hargrett employment on the basis of his employment application on the basis of information contained in a consumer report that was never shared with Plaintiff Hargrett. It was also unlawful for Defendant to procure a consumer report on Plaintiff Hargrett without making the disclosures required by the FCRA.

70. It was unlawful for Defendant to terminate Plaintiff Hargrett's employment

and deny on the basis of information contained in a consumer report that was never shared with him.

71. Specifically, Defendant violated the FCRA by failing to provide Plaintiff Hargrett with a copy of the consumer report that it used to take adverse employment action against him in violation of 15 U.S.C. § 1681b(b)(3)(A).

72. The foregoing violations were willful. Defendant knew it was required to provide a pre-adverse notice prior to taking any adverse employment actions against Plaintiff Hargrett and the putative class members, but failed to do so. In fact, Defendant hired a well-respected national consumer reporting agency to procure its consumer reports on Plaintiff Hargrett to assist in administering pre-adverse notice (albeit incorrectly and in violation of the FCRA).

73. Importantly, Accurate Background, Inc. made readily available to Defendant the FCRA's requirements, including as to the required pre-adverse notice. In fact, the Accurate Background, Inc. website provides model FCRA pre-adverse notice documents as well as a plethora of FCRA-related materials and guidance for its customers.

74. Accurate Background, Inc. also provided Defendant and all of its clients with access to newsletter and "case studies" with updates on the FCRA. Thus, Defendant was clearly aware of its obligations under the FCRA, including with respect to the FCRA's pre-adverse notice requirements.

75. Simply put, at the time that it decided to take adverse action against Plaintiff Hargrett, Defendant had access to a plethora of authority on FCRA and compliance, including the plain language of the FCRA, at least four FTC staff opinions, and multiple federal court decisions.

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

- a. Defendant is a large corporation with access to legal advice through its own general counsel's office and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- b. Defendant knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;
- c. Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless; and
- d. The consumer reporting agency that provided Plaintiff Hargrett's consumer report information to Defendant (Accurate Background, Inc.) has published numerous FCRA-related articles and compliance self-help materials and provided them to Defendant, including as to pre-adverse notice.

77. As to Count III, Plaintiff Hargrett is 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).

78. Alternatively, and at a minimum, Defendant's actions were negligent.

79. Plaintiff Hargrett is further entitled to recover his costs and attorneys' fees, in accordance with 15 U.S.C. § 1681n(a)(3).

DEMAND FOR JURY TRIAL

Plaintiffs and the Putative Class demand a trial by jury on all issues triable.

DATED this 20th day of November, 2015.

Respectfully submitted,

/s/ Brandon J. Hill

STEVEN G. WENZEL

Florida Bar No. 159055

LUIS A. CABASSA

Florida Bar Number: 053643

BRANDON J. HILL

Florida Bar Number: 37061

WENZEL FENTON CABASSA, P.A.

1110 North Florida Ave., Suite 300

Tampa, Florida 33602

Main No.: 813-224-0431

Facsimile: 813-229-8712

Email: swenzel@wfclaw.com

Email: lcabassa@wfclaw.com

Email: bhill@wfclaw.com

Email: mcambron@wfclaw.com

Email: mkimbrou@wfclaw.com

Email: jriley@wfclaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of November, 2015, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a copy of the foregoing to:

Jason M. Leo
Rod M. Fliegel
Alison S. Hightower
Littler Mendelson, P.C.
111 North Magnolia Avenue
Suite 1250
Orlando, FL 32801-2366
E-mail: jleo@littler.com
E-Mail: rfliegel@littler.com
E-Mail: ahightower@littler.com

/s/ Brandon J. Hill

BRANDON J. HILL

EXHIBIT A

Amazon.jobs>Your Applications Profile

APPLICANT INFORMATION FORM

Please provide all information requested. A partially filled application will not be accepted for review. Amazon and its subsidiaries ("Amazon") are equal opportunity employers, and do not discriminate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, the presence of any physical, sensory or mental disabilities, or other legally protected status.

Amazon complies with all applicable federal and state nondiscrimination laws and regulations.

Candidate Full Name -		
1. Have you previously applied to Amazon or any Amazon subsidiary?		<input type="radio"/> Yes <input type="radio"/> No
If you answer yes to Question 1 above, please identify the company and give date(s):		
2. Have you previously been employed by Amazon (including Amazon subsidiaries)?		<input type="radio"/> Yes <input type="radio"/> No
If you answer yes to Question 2 above, please identify the company and give date(s) of employment:		
3. Are you subject to a non-competition agreement or other agreement that would preclude or restrict your employment at Amazon?		<input type="radio"/> Yes <input type="radio"/> No
If you answer yes to Question 3 above, please describe:		
4. If offered employment by Amazon, would you be legally eligible to begin employment immediately?		<input type="radio"/> Yes <input type="radio"/> No
5. Do you need any action or permission from a university or exchange visa sponsor to begin employment immediately?		<input type="radio"/> Yes <input type="radio"/> No
6. Do you need, or will you need in the future, any immigration-related support or sponsorship from Amazon in order to begin or continue employment with Amazon?		<input type="radio"/> Yes <input type="radio"/> No
If you answered yes to Question 5 or 6 above, and you are currently located in the U.S. please indicate your current U.S. immigration status/visa and type of sponsorship required (if known):		
Current	Required	Visa Type
<input type="checkbox"/>		F-1 - student visa
If currently in F-1 status, would you require Curricular Practical Training authorization from a university?		<input type="radio"/> Yes <input type="radio"/> No
If no, have you applied for Optional Practical Training (OPT) work		<input type="radio"/> Yes

Amazon.jobs>Your Applications Profile

		authorization?	<input checked="" type="radio"/> No
		If yes, please indicate when your EAD application was approved, and when it expires?	
<input type="checkbox"/>	<input type="checkbox"/>	H-1B - Workers in Specialty Occupations	
		Please tell us how long you have worked in the U.S. on H-1B visa ?	
		Please provide all dates that you have worked in the U.S. on an L visa? (if any).	
<input type="checkbox"/>	<input type="checkbox"/>	L-1 - Intra-company transferee visa	
		Please tell us how long you have worked in the U.S. on an L-1 visa.	
		Please provide all dates that you have worked in the U.S. using an H visa? (if any).	
<input type="checkbox"/>	<input type="checkbox"/>	TN - NAFTA Treaty status for Canadian or Mexican citizenship	
<input type="checkbox"/>	<input type="checkbox"/>	E-3, and H-1B1 status Specialty Occupations for Australian, Chilean and Singaporean citizens	
<input type="checkbox"/>	<input type="checkbox"/>	Adjustment of Status Applicant - pending I-485 application for U.S. Permanent Resident Status	
		If you currently have a pending I-485 application for permanent resident status based on sponsorship by an employer, do you also have an approved I-140?	<input type="radio"/> Yes <input type="radio"/> No
<input type="checkbox"/>	<input type="checkbox"/>	J-1 - exchange visitor visa	
		If you currently hold J-1 status, would you require Practical Training authorization from an exchange visa sponsor?	<input type="radio"/> Yes <input type="radio"/> No
		If you currently hold, or have previously held a J-1 visa, are you subject to a two-year return home residence requirement?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> I don't know
<input type="checkbox"/>	<input type="checkbox"/>	Other temporary status that will require Amazon to sponsor your immigration status	

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		Please explain:	
<input type="checkbox"/>	<input type="checkbox"/>	Pending Permanent Residence / Green Card Process	
		Has an I-140 immigrant petition and/or PERM labor certification application been filed on your behalf? If so, please indicate the date(s) of filing and whether the application or petition have been approved.	

If you answer yes to Question 5 or 6 above, for the purposes of determining export licensing requirements, if you are not a U.S. citizen, a U.S. permanent resident or an asylee, please indicate below all countries of citizenship and residence and the dates during which each was obtained:

Countries of Citizenship (list all)	Dates
<input type="text"/>	<input type="text"/>
Show More (Citizenship Country)	

Countries of Permanent Residence (list all)	Dates
<input type="text"/>	<input type="text"/>
Show More (Permanent Country Residence)	

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MILITARY RECORD (if applicable)

Branch of Service (Including Address)	Served	
	From:	To:
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Nature of discharge	<input type="text"/>	

Equal Opportunity Self-Identification Form

Completion of this form provides required data for Federal governmental reporting purposes only. As an Equal Opportunity Employer, Amazon does not use this information in its employment decisions, so whether or not you choose to identify your race/ethnicity and gender will not affect your employment in any way.

1. Gender:		
<input type="radio"/>	Female	
<input type="radio"/>	Male	
<input type="radio"/>	I choose not to self-identify	
2. Race/Ethnic background (please check one only):		
<input type="radio"/>	American Indian/Alaska Native (not Hispanic or Latino)	(Persons having origins in any of the original peoples of North and South America, (including Central America), and who maintain tribal affiliation or community recognition)
<input type="radio"/>	Asian (not Hispanic or Latino)	(Persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent; including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam)
<input type="radio"/>	Black/African American (not Hispanic or Latino)	(Persons having origins in any of the Black racial groups of Africa)
<input type="radio"/>	Hispanic/Latino	(Persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race)

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<input type="radio"/>	Native Hawaiian/Other Pacific Islander (not Hispanic or Latino)	(Persons having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands)
<input type="radio"/>	White (not Hispanic or Latino)	(Persons having origins in any of the original peoples of Europe, the Middle East or North Africa)
<input type="radio"/>	Two or more Races (not Hispanic or Latino)	(Non-Hispanic persons who identify with more than one of the following five races: (1) White, (2) Black, (3) Asian, (4) Native Hawaiian/Other Pacific Islander, (5) American Indian/Alaska Native)
<input type="radio"/>	I choose not to self-identify	

<input type="checkbox"/>	By checking this box, I confirm my understanding of the following:
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Information provided in support of this application, including but not limited to my resume or curriculum vitae and the above information, is true and correct. I understand that false statements or material omissions of any kind during the hiring process may result in denial of employment or discharge.

I hereby authorize Amazon to verify and investigate my employment history and to inquire of my current and former employers and references information concerning my work history, character and ability, as Amazon deems necessary. I hereby release Amazon and its representatives in seeking such information and all other persons, corporations or organizations for furnishing such information. In this regard, I agree to sign as a condition of my employment any and all releases not specified here, but which may be required under law, to implement this background check. I further agree to hold harmless and indemnify Amazon and its employees and agents from and against any and all liability arising out of such background investigations.

I understand and agree that if I am employed, I will be employed on an at-will basis. As an at-will employee, I understand and agree that either Amazon or I can terminate our employment relationship, at any time for any reason, with or without advance notice and with or without cause.

I understand that nothing contained in this employment application or interview process is intended to create an employment contract between Amazon and me and that no representation or promise regarding the duration or the termination of employment with Amazon is authorized or binding unless contained in a written document signed by an officer of Amazon.com, Inc.

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