

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

CARLOS E. RAMIREZ, *on behalf
of himself and all similarly situated
individuals,*

Plaintiff,

CASE NO.:

v.

**FEDEX GROUND PACKAGE
SYSTEM, INC.**

Defendant.

_____ /

CLASS ACTION COMPLAINT

COMES NOW Plaintiff Carlos E. Ramirez, by Counsel and on behalf of himself and all others similarly situated, and for his Class Action Complaint against FedEx Ground Package System, Inc. alleges the following claims:

I. NATURE OF THE CASE

1. Plaintiff brings this action against FedEx Ground for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681a–1681x. The FCRA imposes several important requirements on employers that use a consumer report for employment purposes (commonly known as a “background check”), which are designed to protect consumers like Plaintiff.

2. Defendant FedEx Ground is a corporate entity that has its primary offices in Moon Township, Pennsylvania. FedEx Ground is one of the largest ground delivery services companies in the world, with more than 65,000 employees and independent contractors. It fills its staffing needs with consumers like Plaintiff. As part of its hiring processes, FedEx Ground and its

subsidiaries use background checks to make employment decisions. Because such employment decisions are based in whole or in part on the contents of the background checks, FedEx Ground is obliged to adhere to certain requirements of the FCRA.

3. When using background reports for employment purposes, employers must, before declining, withdrawing, or terminating employment based in whole or in part on the contents of the report, provide job applicants like Plaintiff with a copy of their respective background reports as well as a written summary of their rights under the FCRA.

4. Providing a copy of the background report as well as a statement of consumer rights before making a final adverse employment decision arms the nation's millions of job applicants with the knowledge and information needed to challenge inaccurate, incomplete, and misleading consumer reports. The FCRA is designed to permit individuals whose reports are inaccurate with ample time to identify the inaccuracies and correct them before the employer has made an employment decision. Even if reports are accurate, the FCRA demands that applicants receive them and their written FCRA rights so that they may preemptively discuss negative information with the potential employers.

5. Plaintiff brings nationwide class claims against FedEx Ground under 15 U.S.C. § 1681b(b)(3) because, as a systematic omission in its hiring process, FedEx Ground failed to provide Plaintiff and other consumers against whom it took adverse employment actions with a copy of the background report or a summary of rights under the FCRA before taking that adverse employment action.

6. This claim involves significant involvement in FedEx's hiring process by non-party First Advantage Background Services Corporation.

7. First Advantage operates as a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f). First Advantage compiles and maintains files on consumers on a nationwide basis. It then sells this information as consumer reports to various customers who access the First Advantage reports in order to make employment decisions, including whether to hire, terminate, transfer, or promote an employee or prospective employee, including the Plaintiff. First Advantage is also a “reseller” that assembles and merges information contained in the databases of other consumer reporting agencies (“CRAs”) and resells the data to third parties, as defined in 15 U.S.C. § 1681a(u).

8. In this case, First Advantage prepared a background report for FedEx Ground which deemed Plaintiff “Ineligible” for hire at FedEx based on First Advantage’s inaccurate reporting that Plaintiff had been convicted of petit theft.

9. In fact, the theft conviction First Advantage attributed to Plaintiff occurred before he had immigrated to the United States. That conviction belongs to a stranger and not to Plaintiff, as Plaintiff has no criminal history.

10. FedEx Ground automatically adopted First Advantage’s eligibility adjudication without any further interaction with Plaintiff, denying Plaintiff for employment based on the inaccurate First Advantage reporting.

II. JURISDICTION AND VENUE

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

12. The Court has personal jurisdiction over Defendant, as Plaintiff applied to work for FedEx in this District and Division, and FedEx took an adverse employment action against Plaintiff in this District and Division.

13. Venue in this Court is proper under 28 U.S.C. § 1391(b)(2), as a substantial portion of the events giving rise to Plaintiff's claim occurred in this District and Division.

III. PARTIES

14. Plaintiff Carlos Ramirez is a "consumer" as protected and governed by the FCRA.

15. Defendant FedEx Ground is a corporation incorporated in and existing under the laws of the State of Delaware with its principal place of business located at 1000 FedEx Drive, Moon Township, Pennsylvania 15108, that markets its services and employs consumers like Plaintiff throughout the United States, including within this District. FedEx Ground is a wholly-owned subsidiary of FedEx Corporation.

16. At all times pertinent to this Complaint, Defendant FedEx Ground was a "user" of consumer reports as defined and governed by the FCRA.

17. Non-party First Advantage Background Services Corp. ("First Advantage") is a consumer reporting agency ("CRA") and reseller as defined and governed by the FCRA.

IV. FACTUAL ALLEGATIONS

A. Plaintiff's Application for Employment with FedEx Ground.

18. On or around February 6, 2018, Plaintiff sought employment with FedEx Ground.

19. After submitting a preliminary application, Plaintiff visited a FedEx Ground location in Palmentto, Florida on around February 6, 2018, completing an application provided to him by FedEx Ground. Plaintiff met with a representative of FedEx Ground for a driver position and understood that the position for which he was applying was full-time and paying approximately \$20 an hour.

20. Plaintiff interviewed with FedEx representatives that day, who offered him a position conditioned on his passing a background check. Plaintiff began working the next day, on February 7.

21. FedEx Ground ordered a background check on Plaintiff from First Advantage on February 6, 2018.

22. Based upon the hiring criteria developed or designated by FedEx Ground, First Advantage adjudicates FedEx Ground applicants' background reports by deeming the applicant "Eligible" or "Ineligible" for employment with FedEx.

23. In Plaintiff's case, First Advantage adjudicated Plaintiff as Ineligible because it attributed to him a petit theft conviction which in reality belonged to a stranger. That conviction, entered in court records on September 10, 2013, occurred before Plaintiff had first entered the United States, which he did in 2015.

24. Discovery will show that First Advantage then communicates the Ineligible grade to FedEx, which adopts the ineligible adjudication wholesale and electronically parrots-back the grade to First Advantage. At this point, discovery will confirm, FedEx's records indicate that the applicant is indeed ineligible for hire, and FedEx no longer considers the applicant a candidate for the position for which he applied.

25. Plaintiff's case confirm that FedEx accepts the Ineligible adjudication without discussion with First Advantage, as Plaintiff's supervisor confronted him on around February 9 and told him that FedEx was withdrawing his conditional offer of employment because Plaintiff's background check did not meet First Advantage's requirements.

26. This discussion occurred before Plaintiff had seen the First Advantage report, and the supervisor did not provide Plaintiff with a copy of the report or written summary of Plaintiff's FCRA rights before dismissing him.

27. Discovery will confirm that FedEx then continues to solicit and accept applications for the position for which ineligible applicants like Plaintiff applied.

28. First Advantage had a remarkably similar adjudication and notice arrangement with Wells Fargo, as set forth in *Manuel v. Wells Fargo Bank, NA*, 123 F. Supp. 3d 810, 822 (E.D. Va. 2015).

29. First Advantage completed Plaintiff's background report and sent it electronically to FedEx Ground on February 8, 2018.

30. The First Advantage report was not accurate. First Advantage reported to FedEx Ground that Plaintiff had been convicted of petit theft when he had not—he was not even present in the United States at the time that record was entered by the Florida court. The conviction record belongs to someone else.

31. First Advantage adjudicated Plaintiff as Ineligible for hire at FedEx based on First Advantage's inaccurate reporting of the petit theft conviction. On around that same date, after First Advantage communicated the adjudication result on Plaintiff, FedEx entered the ineligible grade into its computer system, confirming that Plaintiff was ineligible and no longer a candidate for the position for which he applied.

32. As is its practice, FedEx then immediately communicated the ineligible grade back to First Advantage.

33. FedEx adopted First Advantage's adjudication as its own without any further process being provided to Plaintiff and took adverse action against Plaintiff based upon that

adjudication. The finality of this decision is confirmed by the supervisor's actions—he learned of the Ineligible grade and dismissed Plaintiff immediately.

34. Upon confirmation of the Ineligible adjudication result from FedEx, First Advantage, automatically and without further communication from FedEx Ground, mails to the applicant what FedEx Ground claims is a “pre-adverse action” notice intended to comply with 15 U.S.C. § 1681b(b)(3).

35. On or about February 8, 2018, First Advantage sent a letter on FedEx Ground's behalf to Plaintiff by regular mail (“Letter 1”), which Plaintiff did not receive until several days later.

36. By the time Plaintiff received the February 8, 2018 letter, he had already been adjudicated Ineligible for hire at FedEx Ground based upon the consumer report that FedEx Ground obtained from First Advantage. And his supervisor had already dismissed him from employment and asked him to leave the premises. The Ineligible adjudication automatically triggered the sending of Letter 1.

37. The receipt of Letter 1 was the first opportunity Plaintiff was given to review the report First Advantage created for FedEx Ground or the written summary of his FCRA rights. All of this arrived too late, however, as Plaintiff's FedEx supervisor had already terminated his conditional employment.

38. If the consumer does not dispute the contents of the report or otherwise contact First Advantage, after a certain number of days passes, First Advantage—without any further prompting from or involvement by FedEx—dispatches a second letter (“Letter 2”) to Ineligible applicants purporting to finally deny them employment. Again, in Plaintiff's case, this final denial had already been communicated to Plaintiff by his FedEx supervisor.

39. Discovery will show that the sending of letters by First Advantage is entirely pretextual. With the entry of the Ineligible decision in its system and communication of that decision to First Advantage, FedEx has concluded that the ineligible applicant will not be hired.

40. Discovery will further confirm that the communication of the ineligible decision by FedEx Ground to First Advantage is the final step in the hiring process. No other action is required by either FedEx Ground or First Advantage to cause the rejection of the consumer's application. If no one does anything else—FedEx Ground, First Advantage or the consumer—First Advantage automatically mails Letter 2 that substantively repeats the previous notice.

41. There is no initial decision by FedEx Ground that causes the sending of Letter 1 followed by any other decision that causes First Advantage to dispatch Letter 2. Both letters are automatically sent once the adjudication of Ineligible is communicated from FedEx to First Advantage. The adjudication of ineligible is the only decision that FedEx Ground makes and that results in a denial of employment to applicants, like Plaintiff, so adjudicated.

42. Discovery will verify that on the same day FedEx learned of First Advantage's Ineligible adjudication or the following day, FedEx adopted the ineligible adjudication by First Advantage and branded Plaintiff as ineligible for hire at FedEx. At that point, FedEx no longer considered Plaintiff to be a candidate for the job for which he applied. The FedEx supervisor's actions—dismissing Plaintiff from his employment at FedEx—confirms that FedEx views the adjudication by First Advantage as the final hiring decision.

43. As is its regular practice, FedEx communicated the ineligible grade back to First Advantage, which set in motion the letter-sending campaign described above.

44. At that point, an “adverse action” had been taken by FedEx Ground—the adjudication as well as the effective final decision to bar Plaintiff from employment. No other

action was necessary thereafter, as First Advantage automatically sent Plaintiff the pre-adverse action and final-adverse action letters without FedEx instructing First Advantage to do so.

45. Thus, the date of FedEx's "adverse action" against Plaintiff was the date that it recorded the ineligible adjudication in its records and communicated the adjudication back to First Advantage. FedEx Ground adopts and parrots-back the First Advantage ineligibility determination without any independent investigation or exercise of discretion. The adjudication is, in effect, FedEx Ground's final hiring decision, and it takes place before any notice is provided under Section 1681b(b)(3).

46. FedEx's conduct—adopting the First Advantage adjudication as Ineligible and dismissing Plaintiff from his job at FedEx—deprived Plaintiff and members of the putative class described below of their statutory rights of notice and an opportunity to dispute or discuss information in their background checks before the hiring decision is made.

47. Here, everything happens before First Advantage even places Letter 1 in the mail. Plaintiff is adjudicated Ineligible, FedEx adopts that result and communicates it back to First Advantage, FedEx's computerized records indicate that Plaintiff cannot work at FedEx, and FedEx dismissed Plaintiff from work.

48. FedEx purports to maintain a pre-adverse action procedure whereby an initial pre-adverse action letter is sent when First Advantage adjudicates an applicant as Ineligible and FedEx adopts that grade. However, FedEx's purported "pre-adverse action" procedure is only a façade because it does not provide a real opportunity for the applicant to contest the adjudication by First Advantage because FedEx views that decision as final.

49. Nonetheless, because FedEx blindly relies upon First Advantage's Ineligible adjudication without more, it would not have and did not look at the reason for First Advantage's finding of Ineligible for hire.

B. FedEx Ground's Practices and Policies.

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

51. FedEx Ground routinely uses consumer reports to screen prospective employees, with First Advantage grading applicants based on criteria FedEx Ground supplies to First Advantage. As a matter of practice, FedEx Ground regularly fails to provide copies of consumer reports to job applicants against whom it takes an adverse action based in whole or in part on consumer reports, before taking the adverse action.

52. As a matter of practice, FedEx Ground regularly fails to provide copies of the FTC or CFPB notice of rights to job applicants against whom it takes an adverse action based in whole or part on a consumer report, before taking that adverse action.

53. As a matter of course, FedEx Ground uses the same business process for obtaining and using consumer reports, and for the "adjudication" of employment applications as it did with Plaintiff and members of the Class described below. In authorizing First Advantage to mail pre- and final adverse action letters automatically and without any involvement by FedEx, FedEx routinely and as a matter of course takes adverse actions against applicants without first providing them with a copy of the report and summary of their FCRA rights.

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

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

56. FedEx Ground, a nationwide employer, was aware of obligations under the FCRA as they relate to employment because it hired First Advantage not only to perform its background checks but also to (attempt to) provide FedEx Ground's adverse-action notices to job applicants. FedEx Ground is a large corporation with in-house counsel and regularly engages outside counsel, meaning it had ample means and opportunity to seek legal advice regarding its FCRA responsibilities. FedEx Ground therefore knew of the requirements imposed upon it by the FCRA, and failed to craft a system that would ensure compliance with those requirements.

V. LEGAL REQUIREMENTS

57. Section 1681b(b)(3)(A) of the FCRA regulates the conduct of any person who uses a "consumer report" to take an adverse action against any employees or prospective employees as follows:

Except as provided in subparagraph (B) [in cases of a consumer applying for a position over which the Secretary of Transportation may establish qualifications], in using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the person intending to take such adverse action shall provide to the consumer to whom the report relates --

- (i) a copy of the report; and
- (ii) a description in writing of the rights of the consumer under this subchapter, as prescribed by the Federal Trade Commission under section 1681g(c)(3) of this title.

58. The purpose of § 1681b(b)(3)(A) is to provide a prospective or current employee a sufficient amount of time to review the consumer report, correct any inaccuracies, to notify the prospective employer of these inaccuracies before an adverse action is taken and generally to discuss the contents of the report with the prospective employer so that the applicant may still be hired.

59. 15 U.S.C. § 1681b(b)(3)(B) does not apply to Plaintiff because Plaintiff interviewed with FedEx Ground in person before FedEx Ground procured Plaintiff's consumer report from First Advantage.

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

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

62. Plaintiff and each putative Class Member has been substantively harmed and injured by FedEx Ground in the violation of their personal privacy and in the deprivation of the congressionally mandated information.

VI. FEDEX GROUND ACTED WILLFULLY

63. FedEx Ground knew or should have known about its legal obligations under the FCRA. These obligations are well established in the plain language of the FCRA and in the promulgations of the Federal Trade Commission and Consumer Financial Protection Bureau. FedEx Ground obtained or had available substantial written materials, which apprised it of its duties under the FCRA.

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

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

66. Upon information and belief, FedEx Ground knowingly executed a certification providing that it would comply with the various provisions of the FCRA whenever adverse action was contemplated or taken based in whole or in part on information contained in a consumer report.

67. Despite its certification, FedEx Ground knowingly violated 15 U.S.C. § 1681b(b)(3).

68. Despite knowing of these legal obligations, FedEx Ground acted consciously in breaching its known duties and depriving Plaintiffs and other members of the Class of their rights under the FCRA.

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

VII. CLASS ACTION ALLEGATIONS

ADVERSE ACTION CLASS – VIOLATION OF THE FCRA § 1681b(b)(3)(A)(i)

70. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at length herein.

71. Pursuant to Federal Rule of Civil Procedure 23 and 15 U.S.C. § 1681b, Plaintiff brings this action for himself and on behalf of a class (the “Adverse Action Class”), or which he is a member:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) (a) who submitted an employment application or other request for placement to FedEx Ground; (b) who were the subject of a consumer report which was used by FedEx Ground to make an employment decision from five years preceding the filing of this action until the date the Class list is prepared; (c) about whom First Advantage attributed an “Ineligible” adjudication to the person’s consumer report; and (d) to whom FedEx Ground did not provide a copy of the consumer report and summary of rights as required by 15 U.S.C. § 1681b(b)(3) at least seven business days before the date on which FedEx communicated the grade of “Ineligible” to First Advantage.

Specifically excluded from this Class are: (a) all federal court judges who preside over this case, their spouses and persons who work for them; (b) all persons who elect to exclude themselves from the Class; (c) all persons who have previously

executed and delivered to FedEx Ground releases of all their claims for all of their Class claims; and (d) Plaintiff's counsel and persons who work for them or are related to them by marriage or as immediately family.

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

73. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all members of the Class. The total focus of the litigation will be FedEx Ground's uniform conduct and procedures; whether rejecting an applicant for employment when a background report contains an "ineligible" designation is an "adverse action" subject to the FCRA notice requirements; whether FedEx Ground provided the required notices; when it did so; and, whether FedEx Ground acted willfully in its failure to design and implement procedures to assure compliant delivery and/or timing of these notices. The appropriate amount of uniform statutory and/or punitive damages under 15 U.S.C. § 1681n is a common question for members of the Class.

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

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

75. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff's interests coincide with, and are not antagonistic to, other Class members' interests. Additionally, Plaintiff has retained counsel experienced and competent in complex, commercial, multi-party, consumer, and class-action litigation. Plaintiff's counsel from Wenzel Fenton Cabassa and Consumer Litigation Associates, P.C. has prosecuted complex FCRA class actions across the country.

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

77. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues raised by FedEx Ground's conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in just one case.

78. There are no known unusual legal or factual issues that would cause management problems not normally and routinely handled in class actions. Because Class Members in each Class that Plaintiff seeks to represent may be unaware that their rights have been violated or, if aware, would be unable to litigate their claims on an individual basis because of their relatively small damages, a class action is the only practical proceeding available. To Plaintiff's knowledge, no other similar actions are pending against Defendant. This forum is appropriate for litigation because Defendants conduct business in Allegheny County and the conduct complained of herein occurred in Allegheny County.

VIII. CAUSES OF ACTION

COUNT TWO: VIOLATIONS OF 15 U.S.C. § 1681b(b)(3)(A) BY FEDEX GROUND Class Claim

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

80. FedEx Ground's failure to provide members of the Class with a copy of the consumer report upon which it based its decision to take the adverse action, prior to taking such action, violated 15 U.S.C. § 1681b(b)(3)(A).

81. FedEx Ground's creation of a system in which First Advantage mails pre- and final adverse action letters after hiring decisions are finally, already made robs consumers of a reasonable and genuine opportunity to dispute inaccurate information in their background reports, further violating Section 1681b(b)(3).

82. FedEx Ground's obtaining and use of Class Member consumer reports without compliance with § 1681b(b)(3) violates 15 U.S.C. § 1681b(f).

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

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

IX. PRAYER FOR RELIEF

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

1. That an order be entered certifying the proposed Classes under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his Counsel to represent the Classes;
2. That judgment be entered for the proposed Class against Defendant FedEx Ground for statutory damages and punitive damages for violations of 15 U.S.C. § 1681b, pursuant to 15 U.S.C. § 1681n;
3. That the Court award costs and reasonable attorneys' fees, pursuant to 15 U.S.C. §§ 1681n and 1681o;
4. That judgment be entered for Plaintiff individually against First Advantage for actual and/or statutory damages and punitive damages for First Advantage's violations of 15 U.S.C. § 1681e(b) pursuant to 15 U.S.C. § 1681n and § 1681o; and
5. That the Court grant such other and further relief as may be just and proper, including but not limited to any equitable relief, that may be permitted.

A TRIAL BY JURY IS DEMANDED.

Respectfully submitted,



By: _____

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