

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION**

RICHARD ALEXANDER WILLIAMS,

Plaintiff,

v.

CASE NO. 1:13-cv-00222-MW-GRJ

FIRST ADVANTAGE LNS SCREENING SOLUTIONS INC,

Defendant.

_____ /

VERDICT

WE THE JURY unanimously return the following verdict:

Claim One: 15 U.S.C. § 1681e(b)

1. Did Defendant First Advantage negligently or willfully fail to follow reasonable procedures to assure the maximum possible accuracy of the information concerning Plaintiff Williams in the background report it prepared for Rent-A-Center or for Winn Dixie?

YES _____ NO _____

[If your answer is "No" to Question 1 this ends your deliberations for Claim One, and you should skip to Question 7. If your answer was "Yes" go to Question 2]

2. Was Defendant First Advantage's conduct described in Question 1 a substantial factor in causing damages to Plaintiff Williams?

YES _____ NO _____

[If your answer to Question 2 is "No," do not answer the next question and you should skip to Question 4. If your answer is "Yes," go to Question 3]

3. What compensatory damages do you award Mr. Williams for the conduct of Defendant First Advantage described in Question 2?

\$ 250,000.00

[Continue to question 4 regardless of your answer to Question 3]

4. Was the conduct of Defendant First Advantage described in Question 1 done willfully as opposed to merely negligently?

YES NO

[If your answer to Question 4 is "No," do not answer the next two questions and you should skip to Question #7. If your answer is "Yes," continue]

5. If you answered "no" to Question 2 or put \$0 in Question 3, meaning that the conduct in Question 1 did not cause actual damages to Mr. Williams, but you answered "yes" to Question 4, meaning that the conduct was done willfully, you must award statutory damages to Mr. Williams in an amount between \$100 and \$1000. What statutory damages do you award Mr. Williams for the conduct of Defendant First Advantage in Question 1?

\$ N/A

[Continue to question 6 regardless of your answer to Question 5]

6. What punitive damages do you award Mr. Williams for the conduct of Defendant First Advantage in Question 1?

\$ 3.3 million

Claim Two: 15 U.S.C. § 1681k

7. Do you find that First Advantage negligently failed to send Williams notices at the time that it was reporting public record information about him to prospective employers Rent-A-Center and Winn-Dixie?

YES _____

NO _____

[If your answer to Question 7 is "No," this ends your deliberations and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," continue]

8. Do you find that First Advantage negligently failed to maintain strict procedures to ensure that the public record information contained in the reports was complete and up to date?

YES _____

NO _____

[If your answer to Question 8 is "No," this ends your deliberations and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," continue]

9. Was First Advantage's failure to provide the notices to Williams at the time it provided the background reports to Rent-A-Center and Winn-Dixie combined with First Advantage's failure to maintain strict procedures to ensure that the public record information contained in the reports was complete and up to date a substantial factor in causing damages to Plaintiff Williams?

YES _____

NO _____

[If your answer to Question 9 is "No," this ends your deliberations and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," continue]

10. What compensatory damages do you award Mr. Williams for the conduct of Defendant First Advantage described in Question 9?

\$ _____

SO SAY WE ALL on this 28 day of October, 2016.

Redacted