SAMPLE PRELIMINARY ADVERSE ACTION NOTIFICATION MARYLAND

<Date>

<Applicant/Employee Name/Volunteer Name>

<Address>

<City>, <State> <Zip Code>

Dear <Applicant/Employee/Volunteer Name>

You recently authorized **[INSERT NAME OF COMPANY]** (the “Company”)to obtain consumer reports and/or investigative consumer reports about you from a consumer reporting agency. The Company is considering taking action in whole or in part based on information in such report(s).

We will evaluate the information in your report on an individualized case-by-case basis in accordance with applicable law. If you believe that there is additional information that may help us better evaluate your fitness for this position, including evidence of rehabilitation or mitigating circumstances, please contact **<name of individual/department and phone number within your business/organization that the applicant can contact >** immediately.

Enclosed please find (1) a copy of the report we obtained from **IntelliCorp, 5000 Corporate Court, Suite 203; Holtsville, NY 11742; Tel. No. 1.866.202.1436; E-mail** **reinvestigation@intellicorp.net****;** [**www.intellicorp.net**](http://www.intellicorp.net); (2) A Summary of Your Rights Under the Fair Credit Reporting Act.

If you wish to dispute the accuracy of the information in the report directly with the consumer reporting agency (i.e., the source of the information contained in the report), you should contact the agency identified above directly.

If we do not hear from you within **< X number of business days (recommended 10 day window)>** days, we will make our employment decision based on the information currently available to us.

In the event that an adverse employment action is taken based upon information contained in the pre-employment background screen, the Company will provide you notice of such action.

Sincerely,

<Company Representative Name>

<Title>

Enclosures:
A Summary of Your Rights Under the FCRA
Consumer Report

*Para información en español, visite* [*www.consumerfinance.gov/learnmore*](http://www.consumerfinance.gov/learnmore) *o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.*

**A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to** [**www.consumerfinance.gov/learnmore**](http://www.consumerfinance.gov/learnmore) **or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

* **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
* **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
	+ a person has taken adverse action against you because of information in your credit report;
	+ you are the victim of identity theft and place a fraud alert in your file;
	+ your file contains inaccurate information as a result of fraud;
	+ you are on public assistance;
	+ you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

* **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
* **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

* **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
* **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
* **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
* **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore.](http://www.consumerfinance.gov/learnmore)
* **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
* The following FCRA right applies with respect to nationwide consumer reporting agencies**:**

**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent.

However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

* **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
* **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore.](http://www.consumerfinance.gov/learnmore)

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

|  |  |
| --- | --- |
| **TYPE OF BUSINESS:** | **CONTACT:** |
| 1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliatesb. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB: | 1. Consumer Financial Protection Bureau 1700 G Street NW

Washington, DC 205521. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580

(877) 382-4357 |
| 2. To the extent not included in item 1 above:1. National banks, federal savings associations, and federal branches and federal agencies of foreign banks
2. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.
3. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations
4. Federal Credit Unions
 | a. Office of the Comptroller of the Currency Customer Assistance GroupP.O. Box 53570 Houston, TX 77052b. Federal Reserve Consumer Help CenterP.O. Box 1200 Minneapolis, MN 554801. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation

1100 Walnut Street, Box #11 Kansas City, MO 641061. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street

Alexandria, VA 22314 |
| 3. Air carriers | Assistant General Counsel for Office of Aviation Protection Department of Transportation1200 New Jersey Avenue SE Washington, DC 20590 |
| 4. Creditors Subject to the Surface Transportation Board | Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board395 E Street SW Washington, DC 20423 |
| 5. Creditors Subject to the Packers and Stockyards Act, 1921 | Nearest Packers and Stockyards Division Regional Office |
| 6. Small Business Investment Companies | Associate Administrator, Office of Capital Access United States Small Business Administration409 Third Street SW, Suite 8200Washington, DC 20416 |
| 7. Brokers and Dealers | Securities and Exchange Commission 100 F Street NEWashington, DC 20549 |
| 8. Institutions that are members of the Farm Credit System | Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090 |
| 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above | Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580(877) 382-4357 |

**Statement of Consumer Rights under Maryland Law**

This notice provides a summary of consumer rights under the Maryland Consumer Credit Reporting Agencies law, Md. Comm. Law Code § 14-1201 et seq. with respect to consumer reports and that activities of consumer reporting agencies (CRAs). As a resident of the State of Maryland, you have the following rights as a consumer under the laws of the State of Maryland relating to consumer credit information.

**Right to Information in Your File.** You have a right, upon request and proper identification, to receive from a consumer reporting agency an exact copy of any consumer file on you, except any part that includes medical information. You also have the right to a written explanation of codes or trade language used in the report. Furthermore, you have the right to obtain a copy of this statement of rights, and the contact information of the Commissioner, provided herein.

**When You May Access Your Consumer File.** You have a right to receive disclosure of information in your consumer file during normal business hours:

* In person, upon furnishing proper identification.
* By telephone, if you make written request with proper identification, and toll charges, if any, are charged to you.
* In writing, if you make written request and furnish proper identification you may be accompanied by one other person of your choosing, who must furnish reasonable identification, and the consumer reporting agency may require a written statement from you granting permission to discuss your consumer information in this person’s presence.

Consumer reporting agencies will make trained personnel available to explain any information furnished to you.

**Written Notice of Investigative Consumer Reports.** Subject to limited exceptions, you have the right to receive notice that an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living, whichever are applicable may be made, and provided to a third party.

**Dispute Incomplete or Inaccurate Information.** You have a right to dispute the completeness or accuracy of any item of information contained in your consumer file, and if you convey the dispute in writing, the consumer reporting agency will, within 30 days, reinvestigate and record the current status of that information, unless it has reasonable grounds to believe that the dispute is frivolous or irrelevant.

**Inaccurate, Incomplete, or Unverifiable Information Must be Corrected or Deleted from Your File.** If, after reinvestigation, the information you disputed is found to be inaccurate or cannot be verified, the consumer reporting agency will delete the information within 7 business days and mail you a written notice of the correction and will also mail to each person to whom erroneous information was furnished written notice of the correction, along with the consumer’s statement of rights. You will also be sent a written notice within 7 business days, along with a statement of your rights, if the information you disputed is found to be accurate or is not verified.

**Knowing Which Creditors Furnished Information about You.** You have 60 days after receiving notice of correction or other findings to request in writing that the consumer reporting agency furnish you with the name, address, telephone number of each creditor contacted during its reinvestigation, and it will provide this information to you within 30 days after receiving your request.

**Permissible Purpose and Right to Limit Sale or Transfer of Credit File.** Consumer reporting agencies may furnish a consumer report under limited circumstances set forth in § 14-1202. You have the right to request, in writing, that a consumer reporting agency restrict the sale or other transfer of information in your credit file to:

1. A mail-service organization;
2. A marketing firm; or
3. Any other similar organization that obtains information about a consumer for marketing purposes.

**Filing a Statement Regarding an Unresolved Dispute.** If the reinvestigation does not resolve your dispute, you may file with the consumer reporting agency a brief statement of not more than 100 words, setting forth the nature of your dispute. Unless there is reasonable grounds to believe that your dispute is frivolous or irrelevant, this statement will be placed on your consumer file, and in any subsequent report containing the information you dispute, it will be clearly noted that the information has been disputed by you, and your statement or a clear and accurate summary of it will be provided with that report.

**Notifying Users of Deleted Information.** Following deletion of any information you disputed that is found to be inaccurate or could not be verified, at your request, the consumer reporting agency will furnish notification of the information deleted or your statement, or statement summary, to any person you designate who has received your report within the past two years for employment purposes, or within the past one year for any other purpose.

**Permitted Fees and Disclosure of Fees.** Under the law, you will not be charged for any of the information requested about your file, or for our handling of the information you dispute within 30 days of receiving notice of that information, nor for the corrected reports resulting from our handling.

Under the law, you may be charged a fee not to exceed $5 for a second or subsequent report requested by you during a 12-month period.

Any charges for file disclosures or other requested actions to be taken by the CRA must be disclosed to you before the information is provided or the action is taken.

**Being Informed of Adverse Actions Against You.** You have the right to be informed if a user of a consumer report plans to take adverse action related to credit or insurance for personal, family, or household purposes or employment against you. Similarly, you have the right to be informed of the nature of the information used against you if obtained from a person other than a consumer reporting agency.

**Right to File a Complaint.** You have a right to file a complaint with the Commissioner of Consumer Credit, State of Maryland, if you have reason to believe that this law or any other law regulating consumer credit reporting has been violated, and the Commissioner will thoroughly inspect and investigate your complaint.

The name, address, and telephone number of the Commissioner of Financial Regulation is: Antonio P. Salazar, Commissioner

Division of Financial Regulation 500 N. Calvert St., Suite 402

Baltimore, MD 21202

(410) 230-6100 or 888-784-0136

**Place A Security Freeze on Your Credit Report.** A security freeze prohibits a consumer reporting agency from releasing your consumer report or any information derived from your report without your express authorization. You may request a security freeze from any of the three credit bureaus:

*Equifax*

1-800-525-6285 or

to place a security freeze call

1-800-685-1111

Equifax Security Freeze

P.O. Box 105788 Atlanta, Georgia 30348

*Experian*

1-888 EXPERIAN (1-888-397-3742)

Experian Security Freeze,

P.O. Box 9554, Allen, TX 75013

*Trans Union*

1-800-680-7289, or to

place a security freeze call 1-888-909-8872

TransUnion LLC

P.O. Box 2000 Chester, PA 19016

NOTICE:

You have a right, under § 14-1212.1 of the Commercial Law Article of the Annotated Code of Maryland, to place a security freeze on your credit report. The security freeze will prohibit a consumer reporting agency from releasing your credit report or any information derived from your credit report without your express authorization. The purpose of a security freeze is to prevent credit, loans, and services from being approved in your name without your consent. A consumer reporting agency may not charge you a fee for any service relating to a security freeze, including for any placement, temporary lift, or removal of a security freeze.

You may elect to have a consumer reporting agency place a security freeze on your credit report by written request sent by certified mail or by electronic mail or the Internet if the consumer reporting agency provides a secure electronic connection. The consumer reporting agency must place a security freeze on your credit report within 3 business days after your request is received. Within 5 business days after a security freeze is placed on your credit report, you will be provided with a unique personal identification number or password to use if you want to remove the security freeze or temporarily lift the security freeze to release your credit report to a specific person or for a specific period of time. You also will receive information on the procedures for removing or temporarily lifting a security freeze.

If you want to temporarily lift the security freeze on your credit report, you must contact the consumer reporting agency and provide all of the following:

1. The unique personal identification number or password provided by the consumer reporting agency;
2. The proper identifying information to verify your identity; and
3. The proper information regarding the person who is to receive the credit report or the period of time for which the credit report is to be available to users of the credit report.

A consumer reporting agency must comply with a request to temporarily lift a security freeze on a credit report within 3 business days after the request is received, or within 15 minutes for certain requests. A consumer reporting agency must comply with a request to remove a security freeze on a credit report within 3 business days after the request is received.

If you are actively seeking credit, you should be aware that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a security freeze, either completely if you are seeking credit from a number of sources, or just for a specific creditor if you are applying only to that creditor, a few days before actually applying for new credit.

A security freeze does not apply if you have an existing account relationship and a copy of your credit report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities.

**Seeking Damages from Violators.** If you have a legal basis for a claim under the Maryland Consumer Credit Reporting Agencies law, you may be able to bring a legal action in court to assert your rights. The applicable statute of limitations is specified in Md. Comm. Law Code § 14-1214—which is generally two years from the date on which the liability arises.

Consumers who prevail on claims under this law may obtain actual damages, punitive

damages, reasonable attorneys’ fees and related costs.