



Consumer Report Disclosure and Authorization

(California)

Disclosure

TRS, Inc., when considering your application for employment, when making a decision whether to offer you employment, when deciding whether to continue your employment (if you are hired), and when making other employment related decisions directly affecting you, may wish to obtain and use a “consumer report” as defined by the Fair Credit Report Act (“FCRA”) and/or an “investigative consumer report” as defined by the California Investigative Consumer Reporting Agency Act (“ICRA”) from a “consumer reporting agency” as defined by the FCRA or an “investigative consumer reporting agency” as defined by the ICRA. As an applicant for employment or employee of TRS, Inc., you are a “consumer” with rights under the FCRA and the ICRA.

Under the FCRA, a “consumer reporting agency” is a person or business which, for monetary fees, dues or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing “consumer reports” to others, such as TRS.

Under the FCRA, a “consumer report” is any written, oral or other communication of any information by a “consumer reporting agency” bearing on, among other things, a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which is used or collected for the purpose of serving as a factor in establishing the consumer’s eligibility for employment purposes.

Under the ICRA, an “investigative consumer reporting agency” means any person who, for monetary fees or dues, engages in whole or in part in the practice of collecting, assembling, evaluating, compiling, reporting, transmitting, transferring, or communicating information concerning consumers for the purposes of furnishing investigative consumer reports to third parties.

Under the ICRA, an “investigative consumer report” means a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any means.

The term “consumer report” as used below includes a consumer report as defined by the FCRA and an investigative consumer report as defined by the ICRA. The term “consumer reporting agency” as used below includes a consumer reporting agency as defined by the FCRA and an investigative consumer reporting agency as defined by the ICRA.

If TRS, Inc. obtains a consumer report about you, and if TRS, Inc. considers any information in the “consumer report” when making an employment related decision that directly and adversely affects you, you will be provided with a copy of the consumer report before the decision is finalized. You also may contact the Federal Trade Commission about your rights under the FCRA or contact California’s consumer protection agency about your rights under the ICRA.

Authorization

By signing below, I, _____, hereby voluntarily authorize TRS, Inc. to obtain “consumer reports” about me from a “consumer reporting agency” and to consider the “consumer reports” when making decisions regarding my employment at TRS, Inc. I understand that I have rights under the Fair Credit Reporting Act and California’s Investigative Consumer Reporting Agency Act, including the rights discussed above.

TRS, Inc. uses the services of **Experian**, P.O. Box 9595, Allen, TX 75013, 1-888-397-3742, and **Intellisense**, P.O. Box 1048, Bothell, WA 98041, 1-877-982-9888, for obtaining consumer reports on its employees and applicants.

- I do not want a copy** of any investigative consumer report obtained about me to be provided by the consumer reporting agency at no charge to me.
- I want a copy** of any investigative consumer report obtained about me to be provided by the consumer reporting agency at no charge to me.

I understand that, in connection with my application for employment or during my employment (if I am hired), TRS, Inc. may obtain information which are matters of public record without using a consumer reporting agency to obtain the information. Public record information includes records documenting a conviction, civil judicial action, tax lien or outstanding judgment against me.

- I waive the right** to receive a copy of any public record that TRS, Inc. may obtain about me.
- I do not waive the right** to receive a copy of any public record that TRS, Inc. may obtain about me.

Applicant’s Signature _____ Date of Birth _____

Date _____

Witness’ Name (print or type) _____

Witness’ Signature _____ Date _____

Summary of Rights Under California's Investigative Consumer Reporting Agencies Act

The Investigative Consumer Reporting Agencies Act ("ICRA") is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency." You can find the complete text of the ICRA at the California Office of Privacy Protection website: www.privacy.ca.gov/code/icraa. The ICRA gives you specific rights, a summary of which is outlined below. You may have additional rights under federal law.

1. Whoever obtained your investigative consumer report was required to give you a free copy.
2. An investigative consumer reporting agency shall permit you to visually inspect all files maintained about you in one of the following ways:
 - You may go to the agency in person during normal business hours. You may be required to present proper identification. You are permitted to be accompanied by one other person who may be required to present proper identification. The agency may require you to provide a written statement granting permission to the agency to discuss your file in the presence of the person who accompanies you. A copy of the report shall also be available to you for a fee not to exceed the actual costs of duplication.
 - You may request, in writing, to receive your file by certified mail. You will be required to provide proper identification when you request that your file be sent by certified mail. The agency complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of the file after the file is mailed from the agency.
 - You may be able to discuss your file over the telephone if you have given the agency written instructions for telephone disclosure and have provided the agency with proper identification.

The term "proper identification" means that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

The agency shall provide trained personnel to explain to you any information contained in your file.

The agency shall provide a written explanation of any coded information contained in your file.

3. You have the right to receive a copy of your file or your investigative consumer report from the investigative consumer reporting agency. You may be charged to obtain a copy of your report or file. However, you may receive a free copy: (1) once during a twelve (12) month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud; or (2) if you are receiving a copy from the agency relating to an investigation into the accuracy or information you have disputed or if information is put back into your file.
4. You have the right to know the names of the persons and companies who have received a report about you in the last three (3) years.

5. You have the right to dispute any information in your file. You must contact the agency directly to do so. The person who ordered your report is required to give you the name and address of the agency.
- Upon receiving notice of a dispute, the agency will investigate the status of the disputed information.
 - The agency has thirty (30) days from the day it receives your dispute to complete the investigation.
 - When the agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.
 - If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The agency may assist you in writing the statement. The agency may limit your statement to five hundred (500) words.
 - If information is removed or you add a statement to your file, you can request the agency to resend the report, as changed or with your statement to any person who received your report in the last two (2) years.
 - If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.