

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf
of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

**PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF
CLASS ACTION
SETTLEMENT**

Plaintiff Grace Grissom (“Plaintiff”) respectfully moves the Court for an Order granting final approval of the parties’ settlement. Defendant Sterling Infosystems, Inc. does not oppose the relief sought in this Motion.

Dated: April 23, 2025

Respectfully submitted,

/s/John G. Albanese

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GRACE GRISSOM, individually and on behalf
of those similarly situated,

Plaintiff,

v.

STERLING INFOSYSTEMS, INC.,

Defendant.

Civil Action No. 1:20-cv-07948-VSB

**MEMORANDUM IN SUPPORT OF
PLAINTIFF’S MOTION FOR
FINAL SETTLEMENT APPROVAL**

On October 30, 2024, the Court preliminarily approved the parties’ proposed settlement of this class action litigation. (ECF No. 46.) The proposed settlement provides meaningful monetary and injunctive relief for the Settlement Class Members, with per Class Member monetary relief falling well within the statutory range for Fair Credit Reporting Act (“FCRA”) damages. Class Members’ reactions to the proposed settlement have been overwhelmingly positive, with many Class Members submitting requests for enhanced payments, and no one opting out and only one submitting an objection. The positive reaction of the Settlement Classes confirms the Court’s finding on preliminary approval that the Settlement is “fair, reasonable, and adequate.” (ECF No. 47 at 1). The settlement represents a substantial recovery for the Class Members, and is the result of extensive arms-length negotiations by experienced and informed counsel. Its terms are fair, reasonable, and adequate, and it warrants final approval pursuant to Fed. R. Civ. P. 23(e)(2).

Accordingly, Plaintiff Grace Grissom (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Classes, respectfully asks this Court to enter an order granting final approval to the proposed settlement, fully resolving this class action. Defendant Sterling Infosystems, Inc. (“Defendant”) does not oppose the relief sought in this Motion.

I. RELEVANT BACKGROUND

The substance and history of this action and the terms of the Settlement Agreement are recounted in detail in Plaintiff’s preliminary approval motion (ECF No. 43-1) and the motion for attorneys’ fees (ECF No. 48-1), and are summarized briefly here.

A. Summary of Claims and Litigation History

Defendant is a consumer reporting agency that provides, among other services, employment screening reports, which may include criminal records. (Compl. ¶¶ 8-10, ECF No. 1.) As a method of gathering alternative names and addresses regarding a consumer, Defendant offers a Social Security Number trace (“SSN Trace”) which assists in obtaining names and addresses associated with the subject of the report. (*Id.* ¶ 27.) In the litigation, Plaintiff alleged that reliance on SSN Trace information to locate criminal records to include in background checks can be problematic and “is not a reasonable procedure to assure maximum possible accuracy” as required by the FCRA, 15 U.S.C. § 1681e(b). (Compl. ¶¶ 79-85.)

Around September 2019, Plaintiff applied to work as a nanny through Care.com and found a family interested in her services. (*Id.* ¶¶ 35-36.) As part of Care.com’s screening process, it obtained a background check from Defendant. (*Id.* ¶ 37.) In generating its report on Plaintiff, Defendant ran a SSN Trace. (*Id.* ¶ 38.) The SSN Trace revealed an “alternative name” of Martell Scott that was associated with Plaintiff. (*Id.* ¶ 40.) As alleged, Plaintiff has no relation to Martell Scott and Martell Scott is not an alias for Plaintiff. (*Id.* ¶ 41.) The SSN Trace also revealed an address for Martell Scott in Lake Wales, Florida in Polk County. (*Id.* ¶ 42.) Plaintiff has never lived in Polk County or Lake Wales. (*Id.* ¶ 43.) The report included five criminal charges associated with Martell Scott from Polk County, Florida. (*Id.* ¶¶ 44-48.) These charges did not belong to Plaintiff, who has no criminal history. (*Id.* ¶ 49.) Plaintiff disputed the report and an

amended report was issued, but by the time the dispute was completed, the position through Care.com was no longer available. (*Id.* ¶¶ 50-54.)

Plaintiff filed suit on September 25, 2020 alleging that Defendant had violated the FCRA, 15 U.S.C. § 1681e(b), for failing to follow reasonable procedures to assure maximum possible accuracy in generating its report on her and those similarly situated. (*See Compl. generally.*) Defendant answered the Complaint and denied all material allegations. The case proceeded into discovery. Both sides served written discovery and both sides responded. Defendant produced over 7,000 pages of documents and extensive additional data. In particular, Plaintiff focused her discovery efforts on obtaining the data from Defendant necessary to identify potential class members and demonstrate precisely how Defendant was using the SSN Trace. Negotiations regarding the data production were extensive and involved, with numerous meet-and-confers and voluminous exchanges of information. Plaintiff engaged a database expert to assist in the process, which involved obtaining data from a number of different database platforms. The ultimate data production in this case involved millions of pieces of information that had to be reviewed and analyzed. After extensive data analysis, the parties agreed to engage in class-based settlement negotiations.

The parties attended a mediation session with the Hon. Diane Welsh (Ret.) of JAMS Philadelphia on October 25, 2022. Subsequent to that mediation, the parties continued negotiations, reaching an agreement in principle on December 13, 2022. The parties' agreement was then formalized in the Settlement Agreement, which Plaintiff presented to the Court for preliminary approval (ECF No. 43). The Court preliminarily approved the settlement on October 30, 2024, finding on a preliminary basis, "that the settlement is fair, reasonable, and the result of good faith negotiation." (ECF No. 46, p.2.)

B. Key Settlement Terms

The settlement has two classes: a class for damages under Rule 23(b)(3) and a class for injunctive relief under Rule 23(b)(2).

The Damages Class is defined as:

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

(SA, ¶ 1.12, ECF No. 43-3.)

For the Damages Class, Defendant will pay \$2,500,000 into a non-reversionary settlement fund. (*Id.* ¶ 1.14.) Every Damages Class Member will receive an automatic payment without the need for a claim form. Those Damages Class Members who either (i) disputed their report with Sterling and had an amended report issued; or (ii) submitted a timely Request for an Enhanced Payment attesting to harm, will be eligible to receive an Enhanced Payment. (*Id.* ¶ 4.4.) After deductions for any Court-approved attorneys' fees and costs, class representative service award, and settlement administration costs, the fund will be divided *pro rata* such that those Damages Class Members who are eligible for an Enhanced Payment will receive twice the amount received by other Damages Class Members. (*Id.*) Based on the number of Enhanced Payments and the amount of the fund after potential Court-approved deductions, it is estimated that those eligible for an Enhanced Payment will receive approximately \$350-\$380, and the remaining Damages Class Members will receive approximately \$175-\$190, each. In exchange for this monetary relief, Damages Class Members are releasing all claims that were brought or could have been brought in the Complaint. (*Id.* ¶ 9.2.)

The Injunctive Relief Class is defined as:

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

(SA, ¶ 1.28.)

The injunctive relief provided by the settlement requires Defendant to make agreed-upon practice changes. Specifically, Defendant has agreed not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant. The Injunctive Relief Class is not releasing any claims against Defendant, only the ability to bring claims in a class action or other aggregated proceedings. (*Id.* ¶ 9.5.) The relief for the Injunctive Relief Class was not negotiated until the amounts paid to the Damages Class had been agreed upon.

C. Attorneys' Fees, Costs, and Class Representative Service Award

With respect to the Damages Class, the common fund is inclusive of Class Counsel's fees and expenses, any Class Representative Service Award, and the settlement administration costs, all of which are subject to the Court's approval. For the Injunctive Relief class, the Settlement provides for a payment of attorneys' fees of up to \$500,000, subject to the Court's approval. Plaintiff filed the motion for attorneys' fees, costs, and Class Representative Service Award well in advance of the deadline for Settlement Class Members to opt out or object, and the motion papers were promptly posted on the Settlement Website for Class Members to review prior to the opt out and objection deadlines. No objections to the contemplated fees, costs, or Class

Representative Award were received.

D. Class Notice and Reaction

On December 13, 2024, American Legal Claim Services LLC, the Settlement Administrator, mailed and emailed Notice to the Settlement Class Members. (Admin. Decl. ¶ 5.) Prior to distribution, the Administrator had reviewed the Class List from Defendant and updated mailing addresses and email address information through use of standard databases and also de-duplicated the List. (*Id.* ¶ 4.) Also on December 13, the Administrator caused the Settlement Website to go live, to which it posted the Long Form Notices; important dates; FAQs; links to the Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order; and, within twenty-four hours of its filing, the Motion for Attorneys' Fees and Named Plaintiff Service Award. (*Id.* ¶ 12.) The Administrator also maintained a toll-free telephone line where callers could listen to information about the settlement. (*Id.* ¶ 13.) Class Counsel also fielded Class Member inquiries via phone calls.

Following the initial distribution of Notice, if Notices were returned undeliverable via mail, the Administrator researched new addresses and re-mailed when found. As of April 22, 2025, the Administrator was able to successfully mail 12,158 Notices, thus mail Notice had a 87.73% delivery rate for the Damages Class and 97.11% for the Injunctive Relief Class. (*Id.* ¶ 8.)

The deadline for Damages Class Members to submit Requests for Enhanced Payments passed on February 12, 2025, with 454 timely Requests received. (*Id.* ¶ 9.) Additionally, the deadline for opt-outs and objections also passed on February 12, and zero opt-outs and only one objection was received. (*Id.* ¶¶ 10, 11.)

II. ARGUMENT

A. The Settlement Warrants Final Approval.

The Second Circuit has identified nine factors that courts should consider in deciding whether to approve a proposed settlement of a class action:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

City of Detroit v. Grinnell Corp., 495 F.2d 448, 463 (2d Cir. 1974) (citations omitted). A court performing this analysis should examine the “totality of these factors in light of the particular circumstances” involved. *In re Merrill Lynch & Co., Inc. Research Reports Sec. Litig.*, 246 F.R.D. 156, 167 (S.D.N.Y. 2007) (quoting *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 456 (S.D.N.Y. 2004)).¹

On final approval, the Court must also consider whether the class can be certified for the purpose of settlement. *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 692 (S.D.N.Y. 2019). The class certification requirements were addressed at length in the preliminary approval papers (ECF No. 43-1), and the Court has held that those requirements are satisfied, for settlement purposes (ECF No. 46 at pp. 13-14), so they are not further addressed in this brief.

¹ The 2018 Amendments to Rule 23(e) does not change the application of these existing factors – indeed, they overlap almost entirely. Fed. R. Civ. P. 23(e)(2) and Advisory Committee Note on 2018 Amendment to Subdivision (e)(2). See also *Kennedy v. Whitley*, 539 F. Supp. 3d 261, 266 (D. Conn. 2021) (noting overlap between *Grinnell* factors and Rule 23(e) as amended). All considerations from both Rule 23(e)(2) and *Grinnell* are addressed in the discussion herein, though headings largely follow the *Grinnell* factors.

As demonstrated below, the parties' proposed settlement satisfies each of the relevant criteria set forth above, and it represents a strong result for the Settlement Class Members. As such, the settlement warrants this Court's final approval.

1. The Complexity, Expense and Duration of the Litigation Supports Approval.

"The first *Grinnell* factor requires the Court to consider the complexity, expense, and likely duration of the litigation." *In re Synchrony Fin. Sec. Litig.*, 2023 WL 4992933, *7 (D. Conn. Aug. 4, 2023). "Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them" and courts therefore favor class action settlements. *In re Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000). "Absent a settlement, [litigation] costs will only escalate as a result of discovery proceedings, motion practice, trials, and likely appeals." *In re PaineWebber Ltd. P'ships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y.), *aff'd* 117 F.3d 721 (2d Cir. 1997) (*per curiam*).

If the parties had not reached their proposed settlement, this case would have proceeded through the filing of Plaintiff's motion for class certification, dispositive motions, and trial. Additionally, for both the class certification ruling and the dispositive motions, appellate practice would have been likely. Although Plaintiff believes she would have prevailed on all issues, there is real risk inherent in each of these litigation steps.

Further, even if Plaintiff was able to prevail regarding class certification, and successfully defeat an expected motion for summary judgment, an expensive trial would still need to take place. Such a trial would likely present challenges for Plaintiff. To recover on the claim for statutory damages, Plaintiff would have to prove a willful violation of the FCRA at trial, a high hurdle. *See, e.g., Shimon v. Equifax Info. Services, LLC*, 994 F.3d 88, 94 (2d Cir. 2021) (finding a lack of recklessness where defendant's understanding was reasonable, even if ultimately wrong); *see also*

Sapp v. Experian Information Solutions, Inc., No. 10-cv-4312, 2013 WL 2130956, at *2 (E.D. Pa. May 15, 2013) (noting potential of successful willfulness defense). Further, appeals would be expected from any result reached. Avoidance of this unnecessary expenditure of time and resources clearly benefits all parties and the interests of justice more broadly.

2. The Reaction of the Class Members to the Settlement was Favorable

The positive reaction of the Class Members to the settlement is a significant factor weighing in favor of its fairness and adequacy. Indeed, “the absence of objectants may itself be taken as evidencing the fairness of a settlement.” *PaineWebber*, 171 F.R.D. at 126 (citation omitted); *see also In re Luxottica Grp. S.p.A. Secs. Litig.*, 233 F.R.D. 306, 311-12 (E.D.N.Y. 2006). As one court has noted, the reaction of the class to a settlement “is considered perhaps ‘the most significant factor to be weighed in considering its adequacy.’” *In re Veeco Instruments Inc. Sec. Litig.*, No. 05-MDL-1695, 2007 WL 4115809, at *7 (S.D.N.Y. Nov. 7, 2007).

Here, the response was very favorable. To date, only one Class Member has objected to the settlement, and none have requested exclusion. These low and non-existent numbers weigh in favor of final approval. *See Chakejian v. Equifax Info. Servs., LLC*, 275 F.R.D. 201, 212 (E.D. Pa. 2011) (“Seven opt outs and two objectors in a class of nearly forty thousand represents a small number that weighs in favor of this [FCRA] settlement.”); *Wright v. Stern*, 553 F. Supp. 2d 337, 344-45 (S.D.N.Y. 2008) (approving settlement where 13 out of 3,500 class members objected and 3 opted out); *Tiro*, 2013 WL 4830949, at *7 (approving settlement where less than 1% of the class requested exclusion); *Henry v. Little Mint, Inc.*, No. 12 CIV 3996 CM, 2014 WL 2199427, at *2-4 (S.D.N.Y. May 23, 2014) (same); *Chavarria v. New York Airport Serv., LLC*, 875 F. Supp. 2d 164, 173 (E.D.N.Y. 2012) (approving settlement where less than 2% of class requested exclusion).

As to the single objector, the objection is based solely on the objector's individual stress, anxiety, emotional distress, and actual damages and does not make any classwide objections to the settlement. (Admin. Decl., Ex. D.) As noted in the Manual for Complex Litigation, objectors raising individual issues do not carry much weight in evaluating whether the settlement should be approved: "Objectors sometimes act individually, arguing that the objector should not be included in the class definition or is entitled to terms different than the terms afforded other class members. Unless a number of class members raise similar objections, individual objectors rarely provide much information about the overall reasonableness of the settlement." 21.643. Role of Objectors in Settlement, Ann. Manual Complex Lit. § 21.643 (4th ed.). Here, the objector's concerns relate to her individual circumstances, some of which are disputed, and if the objector believes that she has substantial individual damages, the proper course would have been to opt out of the settlement.² That would be a more appropriate means to achieve the objector's end. The nature of this being the sole objection seeking higher damages also supports overruling this objection, and instead allowing the individual to opt out. *See Murray v. GMAC Mortg. Corp.*, 434 F.3d 948, 952–53 (7th Cir. 2006) ("When a few class members' injuries prove to be substantial, they may opt out and litigate independently. Only when all or almost all of the claims are likely to be large enough to justify individual litigation is it wise to reject class treatment altogether.") (internal citation omitted); *In re Farmers Ins. Co., Inc., FCRA Litig.*, No. CIV-03-158-F, 2006 WL 1042450, at *7 (W.D. Okla. Apr. 13, 2006) ("Here, as stated, there is nothing before the court to show that there

² Defendant has informed Class Counsel that Defendant never issued a report to CVS as claimed by the objector. After the objector submitted her objection, Class Counsel did speak with the objector regarding her options, including the ability to opt out. The objector has not subsequently indicated a desire to opt out. (Albanese Decl. ¶¶ 4-5.)

are class members with actual damages in excess of the requested statutory damages. If a few class members' injuries are substantial, they may opt out and litigate independently.”).

Thus, the overall positive reaction of all but one of the Class Members here underscores the value of the settlement and provides strong support for final approval.

3. The Stage of the Proceedings and Discovery Completed

Courts look to the extent of discovery conducted for two reasons: (1) after extensive discovery, the court may assume that the parties have complete information about the strengths and weaknesses of their respective cases, and (2) “full discovery demonstrates that the parties have litigated the case in an adversarial manner and [is], therefore, [an indirect indicator that a] settlement is not collusive but arms-length.” 5 *Newberg on Class Actions* § 13:50 (5th ed. 2015). See also *In re Synchrony Fin. Sec. Litig.*, 2023 WL 4992933, at *7 (citing *PaineWebber*, 171 F.R.D. at 126)). Moreover, Rule 23(e)(2)(B) requires “procedural fairness, as evidenced by the fact that the proposal was negotiated at arms length.” *In re GSE Bonds*, 414 F. Supp. 3d at 693 (quoting Fed. R. Civ. P. 23(e)(2)(B)). A class settlement reached through arm’s-length negotiations between experienced, capable counsel knowledgeable in complex class litigation enjoys a presumption of such fairness. *Id.*; see also *PaineWebber*, 171 F.R.D. at 125. A mediator’s involvement in settlement negotiations supports approval as well. *In re GSE Bonds*, 414 F. Supp. 3d at 693.

Here, the parties engaged in robust discovery, and they had the benefit of substantial productions, data analysis, including with expert assistance, when negotiating their settlement. In addition, the parties informally exchanged substantial information in connection with their mediation, which further informed their positions. And, the settlement negotiations were facilitated by a third party mediator, Hon. Diane Welsh (ret.), and the settlement was only reached after

subsequent negotiations between counsel, who on both sides are knowledgeable and experienced at consumer class actions, particularly in FCRA class actions.

Thus, when it came time for the parties to engage in settlement discussions, they had more than sufficient information to negotiate effectively, and a final settlement was reached only after the parties were able to assess its fairness. This discovery was therefore “sufficient to provide a clear view of the strengths and weaknesses of their cases and of the adequacy of the settlement.” *In re Sturm, Ruger, & Co., Inc. Secs. Litig.*, 2012 WL 3589610, at *5 (D. Conn. Aug. 20, 2012) (internal quotations omitted). As a result of the parties’ efforts, the litigation had reached the stage where they could intelligently appraise the case. Moreover, the settlement was then still only reached after assistance by a third party mediator and arms-length negotiations between the parties’ counsel.

Therefore, these considerations also support final approval of the settlement.

4. The Risk of Establishing Liability Weighs In Favor of Approval.

In assessing the settlement, the Court should balance the benefits afforded to the Class Members, including the immediacy and certainty of a recovery, against the continuing risks of litigation. *See Grinnell*, 495 F.2d at 463; *In re Holocaust Litig.*, 80 F. Supp. 2d at 177. Although Class Counsel believe that Plaintiff would eventually prevail, ultimate success is far from assured. Indeed, Defendant has consistently denied that it committed any wrongful acts or violations of the law, or that it has any liability to the Plaintiff or the Settlement Class Members.

Although Plaintiff strongly believes that Defendant’s conduct violated the FCRA, as alleged in her Complaint, she also recognizes the risk that the Court or a jury might not agree. Specifically, Defendant would likely argue that its reporting practices did not violate the FCRA, and certainly not willfully, and that the putative class did not meet the requirements of Rule 23.

To be sure, Plaintiff was prepared to take on the burdens of further litigation and present substantial arguments opposing Defendant's positions, but the risks she faced were significant. The proposed settlement avoids this litigation risk to the Settlement Class Members, and it secures tangible and useful relief that may not be obtainable after trial. The risk of no damages, or a lower, delayed, damages award at trial, and likely no injunctive relief, supports final approval of the Settlement Agreement.

5. The Risks of Maintaining the Class Action Through Trial Weighs in Favor of Approval.

The settlement here was reached prior to Plaintiff's motion for class certification. Absent the settlement, there was a real risk that no class would be certified, or if it was, that the Court of Appeals might reverse on a Rule 23(f) petition. There was no assurance that class status would be reached or maintained, especially since a court may exercise its discretion to re-evaluate the appropriateness of class certification at any time. *See Chatelain v. Prudential-Bache Sec.*, 805 F. Supp. 209, 214 (S.D.N.Y. 1992) ("Even if certified, the class would face the risk of decertification."); *see also Berger v. Compaq Computer Corp.*, 257 F.3d 475 (5th Cir. 2001) (decertifying class, finding proposed class representatives did not sufficiently remain apprised of status and claims of litigation). Although the success of such attempts is uncertain, the proposed settlement allows Class Members to avoid the risk, delay and expense that would be associated with such proceedings.

6. The Reasonableness of the Settlement in Light of the Best Possible Recovery and the Attendant Risks of Litigation Support Approval.

The adequacy of the amount offered in settlement must be judged "not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs' case." *In re "Agent Orange" Prod. Liab. Litig.*, 597 F. Supp. 740, 762 (E.D.N.Y. 1984), *aff'd*, 818 F.2d 145 (2d Cir. 1987). "[T]he Court is not to compare the terms of

the Settlement with a hypothetical or speculative measure of a recovery that might be achieved by prosecution of the litigation to a successful conclusion.” *Veeco*, 2007 WL 4115809, at *11. Instead, the Court need only determine whether the settlement falls within a “range of reasonableness.” *PaineWebber*, 171 F.R.D. at 130 (citation omitted); *see also Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972) (“[I]n any case there is a range of reasonableness with respect to a settlement.”).

In light of the questions of fact and law present in this litigation, the substantial value of the settlement and monetary recovery for the Class Members, as well as the provision of injunctive relief, substantially outweighs the mere possibility of future relief. The expense of a trial and the use of judicial resources and the resources of the parties would have been substantial.

Moreover, in light of the contested liability, any judgment entered would have been the subject of post-trial motions and appeals, prolonging the litigation and reducing the value of any recovery. Thus, a settlement is advantageous to all concerned. An appeal might seriously and adversely affect the scope of an ultimate recovery, if not the recovery itself. *See Berkey Photo, Inc. v. Eastman Kodak Co.*, 603 F.2d 263 (2d Cir. 1979) (reversal of multimillion dollar judgment obtained after protracted trial); *Trans World Airlines, Inc. v. Hughes*, 312 F. Supp. 478, 485 (S.D.N.Y. 1970), *modified*, 449 F.2d 51 (2d Cir. 1971), *rev’d* 409 U.S. 363, 366 (1973) (\$145 million judgment overturned after years of litigation and appeals); *Hicks v. Morgan Stanley & Co.*, No. 01 Civ. 10071 (RJH), 2005 WL 2757792, at *6 (S.D.N.Y. Oct. 24, 2005) (“Further litigation would necessarily involve further costs [and] justice may be best served with a fair settlement today as opposed to an uncertain future settlement or trial of the action.”); *Strougo v. Bassini*, 258 F. Supp. 2d 254, 257 (S.D.N.Y. 2003) (“even if a shareholder or class member was willing to assume all the risks of pursuing the actions through further litigation...the passage of time would

introduce yet more risks...and would, in light of the time value of money, make future recoveries less valuable than this current recovery”).

Here, Plaintiff has recovered approximately \$175-\$190 per Damages Class Member, twice that for those eligible for Enhanced Payments, all without a required claims process. This is an impressive amount considering the risks of litigation and the number of hurdles remaining between Plaintiff and a litigated judgment. Indeed, the gross per person amount exceeds the amount recovered in numerous similar FCRA settlements. *See, e.g., Roe v. IntelliCorp Records, Inc.*, No. 12-2288, ECF No. 139 (N.D. Ohio June 5, 2014) (final approval of settlement of alleged inaccurate reporting, and other FCRA claims, providing for \$50-\$270 net per class member); *Ryals v. HireRight Sols. Inc.*, No. 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (final approval of settlement involving §1681e(b) claims, providing \$15-\$200 gross per class member recovery); *Dougherty v. QuickSIUS, LLC*, No. 2:15-cv-06432, ECF No. 66 (E.D. Pa. May 31, 2018) (final approval of settlement for claims under § 1681e(b) providing automatic payments of \$104 or \$419 to class members); *Patel v. Trans Union, LLC*, No. 14-00522, 2018 WL 1258194, at *5 (N.D. Cal. Mar. 11, 2018) (final approval of class action settlement involving §1681e(b) claims where class members received \$400 and could make a claim for further damages); *Stokes v. RealPage, Inc.*, No. 2:15-cv-01520, ECF No. 63 (E.D. Pa. Feb. 6, 2018) (final approval of settlement involving §1681e(b) claims creating a common fund of \$1,079,200 for 21,607 class members).

Moreover, the settlement provides injunctive relief as well, providing a benefit to the Class Members by ensuring the challenged practices have been changed. As the Court noted at preliminary approval, this is “especially significant given that FCRA ‘does not provide for injunctive relief to consumers.’” (ECF No. 46 at p. 9, quoting *Owoyemi v. Credit Corp Sols. Inc.*, 596 F. Supp. 3d 514, 519 (S.D.N.Y. 2022).)

The proposed settlement is thus well within the range of reasonableness and should be approved.

7. The Ability of the Defendant to Withstand a Greater Judgment

Defendant is a sizeable company. There are no concerns that it can fund the settlement, nor are there concerns that it could withstand a judgment. As noted in preliminary approval, while Defendant could potentially withstand a greater judgment, “this fact ‘does not, standing alone, indicate that the settlement is unreasonable or inadequate.’” (ECF No. 46 at p. 13, quoting *In re Global Crossing Sec. and ERISA Litig.*, 225 F.R.D. 436, 460 (S.D.N.Y. 2004) (internal quotation marks omitted).)

8. The Plan of Distribution of the Settlement Fund Is Fair and Reasonable, Treats Class Members Equitably and Should Be Approved by the Court

Rule 23(e)(2)(C)(ii) requires courts to examine “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” “A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding.” *In re GSE Bonds*, 414 F. Supp. 3d at 694. The standard for approval of a plan of distribution is the same as the standard for approving the settlement as a whole: “namely, it must be fair and adequate.” *In re Synchrony Fin. Sec. Litig.*, 2023 WL 4992933, at *10; accord *Maley v. Del Global Technologies Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002) (citation omitted); *In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 343 (S.D.N.Y. 2005). “As a general rule, the adequacy of an allocation plan turns on . . . whether the proposed apportionment is fair and reasonable’ under the particular circumstances of the case.” *In re Visa Check/Mastermoney Antitrust Litig.*, 297 F. Supp. 2d 503, 518 (E.D.N.Y. 2003) (citation omitted), *aff’d sub nom. Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96 (2d Cir. 2005).

In determining whether a plan of allocation is reasonable, courts give great weight to the opinion of experienced counsel. *Id.* (citing *In re Giant Interactive Grp., Inc. Sec. Litig.*, 279 F.R.D. 151, 163 (S.D.N.Y. 2011)). (*See also* ECF No. 46 at p. 10, finding preliminarily that “[t]he distribution plan here has been formulated by experienced counsel.”)

Here, the distribution is even more effective than the typical case. All Damages Class Members will receive a payment automatically, and those who disputed and had an amended report issued or who attest to further harm will receive a double payment. The Injunctive Relief Class Members, of course, receive the relief provided for them without having to do anything.

Further, the division of benefits between Damages Class Members and Injunctive Relief Class Members is appropriate. The Damages Class Members have some indication that their report may have adversely affected their employment, either in receiving a pre-adverse action notice or in disputing their report. In exchange for the monetary payment, Damages Class Members are providing a full release of FCRA claims related to the given report. The Injunctive Relief Class Members are not receiving payments but are also not releasing any claims. They are only releasing their ability to bring such claims as a class action. If they were harmed by the given report, they can still maintain any claims.

And for Damages Class Members, it is equitable that those that disputed their report or who can attest to a further harm are entitled to an Enhanced Payment. Everyone is receiving an automatic payment without the need for a claim form and those Settlement Class Members who attest to further harm will receive more money than those Class Members who do not make such representations. Under these circumstances, all of the Damages Class Members are being treated fairly relative to each other even though some Class Members may be afforded different relief. (*See* ECF No. 46 at p. 11 (“To the extent the double-damages payments create variation in the

relief obtained among members of the Damages Class, it is equitable because it fairly accounts for differences in harm that each member of the Damages Class suffered.”.) Indeed, it is common in FCRA settlements to provide a larger payment to people who disputed reports or attested to further harm. *See, e.g., Ryals v. Strategic Screening Solutions, Inc.*, No. 14-643 (E.D. Va.) (approving FCRA settlement where some class members received \$35 and other class members received \$11,000); *Thomas v. Backgroundchecks.com*, No. 13-29 (E.D. Va.) (approving FCRA settlement with where some class members could receive additional payments by asserting that background check caused certain types of harm); *Henderson v. Acxion Risk Mitigation, Inc.*, No. 12-589 (approving FCRA settlement where all class members received \$35.25 and consumers who disputed and submitted claims received up to \$8,000).

9. The Class Representative & Counsel Adequately Represented the Class Members

In considering this Rule 23(e)(2) factor, the Court’s “[d]etermination of adequacy typically entails inquiry as to whether: (1) plaintiff’s interests are antagonistic to the interest of other members of the class and (2) plaintiff’s attorneys are qualified, experienced and able to conduct the litigation.” *In re GSE Bonds*, 414 F. Supp. 3d at 692 (quotations omitted). This determination favors approval here.

First, Class Counsel is highly experienced in complex class action litigation and FCRA class action litigation in general. The details of Class Counsel’s qualifications were discussed at length in the preliminary approval motion papers, as well as the motion for attorneys’ fees and costs. (*See* ECF Nos. 43-1, 43-2, 43-3, 48-2, 48-4.) Further, Plaintiff has been actively engaged in this case. She aided in the investigation and drafting of the Complaint, reviewed the Complaint prior to filing, provided documents for production in discovery, stayed abreast of litigation and settlement developments. She reviewed and approved the Settlement Agreement.

“The Second Circuit has held that the adequacy requirement is satisfied with respect to the lead plaintiff in this kind of consumer case unless ‘plaintiff’s interests are antagonistic to the interest of other members of the class.’” *Zybuero v. NCSPlus, Inc.*, 44 F. Supp. 3d 500, 503 (S.D.N.Y. 2014) (quoting *In re Flag Telecom Holdings, Ltd. Sec. Litig.*, 574 F.3d 29, 35 (2d Cir. 2009)). Here, Plaintiff’s interests in this litigation are aligned with those of the Settlement Class Members. Plaintiff has no conflicts of interest that would compromise her representation of the Settlement Classes.

B. The Contemplated Attorneys’ Fees and Costs are Appropriate.

The settlement is not contingent upon approval of attorneys’ fees or any incentive award to the named Plaintiff. The Court will separately and independently determine the appropriate amount of fees, costs, and expenses to award to Class Counsel and the appropriate amount of any Class Representative Service Payment. Class Counsel’s fee and cost petition (ECF No. 48) was posted on the Settlement Website for Settlement Class Members to review prior to the opt out and objection deadline. Class Counsel’s request to receive one-third of the common fund, as to the Damages Class, is a typical fee award for common fund settlements in the Second Circuit. *See, e.g., Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d, 96, 121 (2d Cir. 2005); *McDaniel v. County of Schenectady*, 595 F.3d 411, 417 (2d Cir. 2010) (stating that the “trend in this Circuit is toward the percentage method”); *Suarez v. Rosa Mexicano Brands Inc.*, No. 16 Civ. 5464 (GWG), 2018 WL 1801319 (S.D.N.Y. April 13, 2018) (approving one-third of \$3.6 million settlement fund); *Zorrilla v. Carlson Rests., Inc.*, No. 14 Civ. 2740 (AT), 2018 WL 1737139 (S.D.N.Y. April 9, 2018) (approving one-third of \$19.1 million settlement fund). Moreover, the request for \$500,000 in separate fees to be paid by Defendant, as to the Injunctive Relief Class is additionally “consistent with the case law.” (ECF No. 46 at p. 11.)

In addition, Plaintiff has requested a Class Representative Service Award in the amount of \$10,000, which is subject to Court approval. (ECF No. 48.) The proposed Service Award compensates Plaintiff for her time and effort, the risks she undertook in prosecuting the case, and the actions she took for the benefit of the Settlement Class Members. The requested award is well within the range of approval, particularly given the level of participation required of Plaintiff. *See e.g., Godson v. Eltman, Eltman, & Cooper, P.C.*, 328 F.R.D. 35, 60 (W.D.N.Y. 2018) (\$10,000 to named plaintiff in a consumer class action); *Norflet ex rel. Norflet v. John Hancock Life Ins. Co.*, 658 F. Supp. 2d 350, 354 (D. Conn. 2009) (approving award of \$20,000 to named plaintiff). (*See also* ECF No. 46 at p. 12, fn. 5, gathering cases in support of service awards in range of \$1,000 to \$10,000.)

C. Notice to Settlement Class Members Was Sufficient.

For class action settlement notice to meet the requirements of due process and Rule 23, notice need only be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985). Here, Notice was provided by mail and email, Settlement Class Members could get more information about the settlement online, and Settlement Class Members had the opportunity to call for more information about the settlement or reach out to Class Counsel directly for assistance. Notices returned as undeliverable were re-mailed to a forwarding address, and if no forwarding address was available, research for alternate addresses was performed, a new address located, and the Notice re-mailed, with 87.73% delivery rate for the Damages Class and 97.11% delivery rate for the Injunctive Relief Class. Such a comprehensive notice program should be approved. *See Phillips Petroleum*, 472 U.S. at 812.

III. CONCLUSION

The proposed settlement represents a substantial achievement for the Settlement Classes, particularly when considered in light of the risks of continued litigation. For all of the above reasons, the proposed settlement is fair, reasonable, and adequate and should be finally approved in all respects.

Dated: April 23, 2025

Respectfully submitted,

/s/John G. Albanese
E. Michelle Drake*
John G. Albanese*
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Tel: (612) 594-5999
Fax: (612) 584-4470
emdrake@bm.net
jalbanese@bm.net

* *pro hac vice*

Counsel for Plaintiff

LOCAL CIVIL RULE 7.1(c) COMPLIANCE CERTIFICATION

The undersigned certifies that the foregoing Memorandum contains 6,334 words (excluding those sections allowed to be excluded in Local Civil Rule 7.1(c), and including footnotes) per Microsoft Word 365's Word Count.

Dated: April 23, 2025

/s/John G. Albanese
E. Michelle Drake*
John G. Albanese*
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Tel: (612) 594-5999
Fax: (612) 584-4470
emdrake@bm.net
jalbanese@bm.net

* *pro hac vice*

Counsel for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf
of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

**DECLARATION OF JOHN G.
ALBANESE IN SUPPORT OF
PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF
CLASS ACTION
SETTLEMENT**

I, John G. Albanese, declare as follows:

1. I am one of Class Counsel in this action.

2. The matters set forth herein are within my personal knowledge and if sworn as a witness I could competently testify regarding them.

3. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

4. Defendant informed me that Defendant never issued a report to CVS as claimed by the objector.

5. After the objector submitted her objection, I spoke with the objector regarding her options, including the ability to opt out. The objector has not subsequently indicated a desire to opt out.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 23d day of April, 2025 at Minneapolis, Minnesota.

/s/John G. Albanese
John G. Albanese

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf
of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

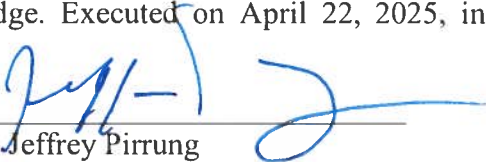
I, Jeffrey Pirrung, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Managing Director for American Legal Claim Services, LLC (“ALCS”). ALCS was selected to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Order Preliminarily Approving Class Action Settlement, Certifying Conditional Settlement Classes, Appointing Class Counsel, Approving And Directing Notice Plan, Appointing Settlement Administrator, & Setting Fairness Hearing and the Class Action Settlement And Release. I was responsible for overseeing the dissemination of Notice Of Proposed Class Action Settlement And Hearing (“Notice”) to class members, exclusion processing, objection processing, and all other matters required as Settlement Administrator.
3. **Class Action Fairness Act (“CAFA”) Notice:** On March 9, 2023, ALCS mailed, via certified mail, a CAFA Notice pursuant to 28 U.S.C. § 1715 to the Attorneys General of the 50 states and the territory of Puerto Rico, the Attorney General of the United States, the District of Columbia’s Corporate Counsel, the Attorney General for Guam, the Attorney General for American Samoa, the Attorney General for the United States Virgin Islands, the Attorney General for the Northern Mariana Islands, the United States Secretary Of Transportation (“CAFA Service Parties”). The CAFA Notice package contained a cover letter as well as a CD-ROM that included the following exhibits:
 - i. Class Action Complaint and Demand for Jury Trial
 - ii. Plaintiffs Motion for Preliminary Approval of Class Action Settlement
 - iii. Settlement Agreement and Release along with Notices and other exhibits

4. **Class List Receipt and Processing:** On November 26, 2024, ALCS received the mailing list (“Class List”) containing 42,739 lines of data. ALCS reviewed and processed the data. The final Class List contained 42,729 class members, 35,620 in the Disclosure Class and 7,109 in the Damages Class. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.
5. **Initial Class Notice:** On December 13, 2024, ALCS mailed the Notices, substantially in the form approved by the Court (attached hereto as Exhibit A), to 14,071 class members with street addresses (7,109 to the Damages Class, 6,952 to the Disclosure Class). Additionally, ALCS emailed the Notices, substantially in the form approved by the Court (attached hereto as Exhibit B), to 34,982 class members (6,324 to the Damages Class and 28,658 to the Disclosure Class).
6. **Returned Mail Handling:** ALCS processed all Notices returned by USPS as Undeliverable As Addressed (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 14,061 Notices mailed, 3,604 were returned by USPS as of the date of this declaration. ALCS has remailed 2,208 Notices to updated addresses. Of the 2,208 remailed Notices, 507 have been returned by USPS as of the date of this declaration.
7. **Reminder Notice for Damages Class:** On January 21, 2025, ALCS mailed and emailed a Reminder Notice (attached hereto as Exhibit C) to Damages Class members who had not yet submitted a request for Enhanced Payment.
8. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Total Number of Class Members: 42,729
 - Damages Class Members: 7,109
 - i. USPS Notice Mailed: 7,109
 - ii. Returned Mail: 1,706
 - iii. Rемаiled Notices with Updated Addresses: 1,014
 - iv. Returned Mail from Remails: 180
 - v. Population Deemed to Not Have Received Notice: 872
 - vi. Percentage of Notice deemed delivered: 87.73%
 - Disclosure Class Members: 35,620
 - i. USPS Notice Mailed: 6,952
 - ii. Returned Mail: 1,898
 - iii. Rемаiled Notices with Updated Addresses: 1,194
 - iv. Returned Mail from Remails: 327
 - v. Population Deemed to Not Have Received Notice: 1,031
 - vi. Percentage of Notice deemed delivered: 97.11%
9. **Requests for Enhanced Payment:** ALCS has received 454 valid and timely requests for Enhanced Payment as of the date of this declaration.

10. **Exclusions**: The Notice instructed those in the Damages Class who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt out request must be postmarked by February 11, 2025. As of the date of this declaration, we have not received any requests for exclusions for this case.
11. **Objections**: The Notice informed those in the Damages Class who wish to object to the settlement to file their written objection with the Court by February 11, 2025. One (1) objection (attached hereto as Exhibit D) was received as of the date of this declaration.
12. **Settlement Website**: ALCS launched the website, www.grissomfcrsettlement.com, on December 13, 2024, which included downloadable copies of important case filings, key dates and deadlines, and general FAQs. Class members had an opportunity to update their addresses online and the Damages Class had the opportunity to request an Enhanced Payment.
13. **Toll-Free Telephone**: ALCS established a toll-free telephone line (800-444-4283) for Class members to contact for additional information about the settlement.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on April 22, 2025, in Jacksonville, Florida.



Jeffrey Pirrung

Exhibit A

double postcard Internal Use Only template

outside top/front

COURT AUTHORIZED NOTICE

A settlement has been reached in a purported class action lawsuit (the "Action") against Sterling Infosystems, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that Defendant violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly matching records to individuals where the record allegedly did not belong to the subject of the report. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at www.grissomfcrasettlement.com.

Am I a Class Member? Defendant's records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that was developed through a SSN Trace, and that record's first, last, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Defendant and had

Grissom v Sterling Infosystems, Inc.
c/o Settlement Administrator
PO Box 23489, Jacksonville, FL 32256

PRSR FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

Notice ID: «00000000»

PIN: «000 000 000»



Postmaster: Do not mark barcode

«fname» «lname»
«address1»
«address3»
«addrcity» «addrstate» «addrzip»
«country»

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an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class that is receiving the benefit of practice changes Defendant has agreed to as part of the settlement. Review the information at www.grissomfcrasettlement.com for more details about the Injunctive Relief.

What Can I Get? The settlement establishes a \$2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys' fees, costs, and the cost for settlement administration, and any approved Class Representative award. The parties estimate Damages Class Members will each receive approximately \$175-\$200. If you believe you were harmed by Defendant's report in the form of a lost or delayed employment opportunity, you may seek an additional amount from the Settlement Fund by submitting a Request for an Enhanced Payment.

X If there is an "X" on the line preceding this sentence, you must fill out a Request for an Enhanced Payment by February 11, 2025 to receive an Enhanced Payment. If there is not an "X," Defendant's records indicate that you disputed your report, an amended report was issued, and you will be entitled automatically to an Enhanced Payment.

What Are My Other Options? (1) Do Nothing. If you do nothing in response to this Notice, you will receive a monetary recovery and will lose both any legal rights you may have against Defendant related to this suit and to object to the Settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Damages Class by mailing a written notice to the Settlement

Administrator postmarked by February 11, 2025, that includes a signed and dated statement you want to be excluded from the Class in *Grissom v. Sterling* and includes your name, contact information, and last 4 of your SSN. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than February 11, 2025. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.grissomfcrasettlement.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees not to exceed \$833,333, out of pocket costs, as well as request a Class Representative Award not to exceed \$10,000, and settlement administration expenses to be paid from the settlement fund.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on May 7, 2025 at 2:00 pm. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative award, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.grissomfcrasettlement.com, or contact Class Counsel at 612-594-5999, or GrissomClassCounsel@bm.net.

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double postcard Internal Use Only template

outside top/front

COURT AUTHORIZED NOTICE
*Grace Grissom v. Sterling
Infosystems, Inc.*

Injunctive Relief Notice

Grissom v Sterling Infosystems, Inc.
c/o Settlement Administrator
PO Box 23489, Jacksonville, FL 32256

PRSR FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

Notice ID: «00000000»

PIN: «000 000 000»



Postmaster: Do not mark barcode

«fname» «lname»
«address1»
«address3»
«addrcity» «addrstate» «addrzip»
«country»

fold

fold

A settlement has been reached in a purported class action lawsuit (the "Action") against Sterling Infosystems, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that Sterling violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly matching records to individuals where the record allegedly did not belong to the subject of the report. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at www.grissomfcrasettlement.com.

Am I a Class Member? Defendant's records indicate you are an Injunctive Relief Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that may not belong to you.

What Do I Get? Defendant has agreed to implement important practice changes as part of the Settlement. Specifically, Defendant has agreed to change its practices so it does not use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with records that are included on consumer reports prepared by Defendant. In exchange for this relief, you are only giving up your right to pursue any potential legal rights as part of a class action or other aggregated proceeding. There is a separate settlement that provides some people with monetary relief. If you are part of that settlement you will

receive an additional notice. You are not giving up any other rights you may have.

What Are My Options? As part of the Injunctive Relief Class, you are unable to opt out of the settlement. You and/or your lawyer do have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed by first class mail to the Settlement Administrator, and postmarked no later than February 11, 2025. Specific instructions on how to object to the Settlement are available at www.grissomfcrasettlement.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees for their work on behalf of the Injunctive Relief Class, not to exceed \$500,000, to be paid separately by Defendant.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on May 7, 2025 at 2:00 p.m. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve requested attorneys' fees and costs, Class Representative award, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.grissomfcrasettlement.com, or contact Settlement Administrator at 800-444-4283.

outside bottom/back

Exhibit B

From: info@grissomfcrasettlement.com
To: [Class Member email address]
Subject: Notice of Class Action Settlement

Dear [Class Member Name]:

Notice ID: «00000000»

PIN: «000 000 000»

«address1»

«address3»

«addrcity» «addrstate» «addrzip»

«country»

Consumers who had a report prepared on them by Sterling Infosystems may be affected by a class action settlement

Para una notificación en Español, llamar 800-444-4283 o visitar www.grissomfcrasettlement.com

You are receiving this notice because records indicate you qualify to receive a payment from a class action settlement.

What is this about? A proposed settlement has been reached in a class action lawsuit against Sterling Infosystems, Inc. (“Defendant”) regarding certain records included on consumer reports through a SSN Trace that allegedly did not match the subject of the consumer report.

Am I affected? Defendant’s records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Sterling included a record on your consumer report that was developed through a SSN Trace, and that record’s first name, last name, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Sterling and had an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class which is receiving the benefit of practice changes Sterling has agreed to as part of the settlement. Review the information at www.grissomfcrasettlement.com for more details about the Injunctive Relief.

What does the settlement provide? The settlement establishes a \$2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys’ fees and the cost for settlement administration, and any approved Class Representative award. If you believe you were harmed by the record(s) on your report and lost or had a delayed employment opportunity (fired, not hired, delay in hiring), you may seek an *additional* amount from the Settlement Fund by submitting a Request for an Enhanced Payment. The parties estimate Damages Class Members will each receive approximately \$175-\$200 and those Requesting an Enhanced Payment will receive two times that amount.

How do I get a payment? You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If you believe you are entitled to an *additional* payment, go to www.grissomfcrasettlement.com to submit a Request for an Enhanced Payment by February 11, 2025. If your address changes, please email info@grissomfcrasettlement.com to provide an updated address.

Your other rights. If you do nothing, you will receive a monetary payment but will be bound by the Court’s decisions in the case. If you want to maintain any other rights you may have, you should

consider excluding yourself from the Damages Class by February 11, 2025. If you stay in the settlement but do not agree with the terms, you may object to it by February 11, 2025.

The Hearing. The Court will hold a hearing on May 7, 2025 to consider whether to approve the settlement as well as requests for attorneys' fees, which for the Damages Class will be an amount not to exceed \$833,333, plus out-of-pocket expenses. The Court will also consider any requests for a service award to the Class Representative. Any service payment requested will not exceed \$10,000. The Court appointed Berger Montague PC to represent the Settlement Classes as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by February 11, 2025.

For more information: Call 800-444-4283 or visit www.grissomfcrasettlement.com

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

From: info@grissomfcrasettlement.com
To: [Class Member email address]
Subject: Notice of Class Action Settlement

Dear [Class Member Name]:

Notice ID: «00000000»

PIN: «000 000 000»

«address1»

«address3»

«addrcity» «addrstate» «addrzip»

«country»

Consumers who had a report prepared on them by Sterling Infosystems may be affected by a class action settlement

Para una notificación en Español, llamar 800-444-4283 o visitar www.grissomfcrasettlement.com

You are receiving this notice because records indicate you are a member of a class action settlement.

What is this about? A proposed settlement has been reached in a class action lawsuit against Sterling Infosystems, Inc. (“Sterling” or “Defendant”) regarding certain records included on consumer reports that allegedly did not match the subject of the report.

Am I affected? Defendant’s records indicate you are an Injunctive Relief Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that was developed through the SSN Trace product, and that record’s first name, last name, middle name or initial allegedly did not exactly match yours.

What does the settlement provide? The settlement provides for practice changes by Defendant. Specifically, Defendant has agreed not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant. In exchange for this relief, you are only giving up your right to pursue any potential legal rights as part of a class action or other aggregated proceeding. There is a separate settlement that provides some people with monetary relief. If you are part of that settlement you will receive an additional notice. You are not giving up any other rights you may have.

Your rights. If you do not agree with the terms of the Injunctive Relief settlement, you may object to it by February 11, 2025.

The Hearing. The Court will hold a hearing on May 7, 2025 to consider whether to approve the settlement as well as requests for attorneys’ fees, costs, administrative costs, and a service award to the Class Representative, which for the Injunctive Relief Class will be a total amount not to exceed \$500,000 and will be paid separately by the Defendant. The Court appointed Berger Montague PC to represent the Settlement Classes as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by February 11, 2025.

For more information: Call 800-444-4283 or visit www.grissomfcrasettlement.com

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Exhibit C

From: info@grissomfcrasettlement.com
To: [Class Member email address]
Subject: Notice of Class Action Settlement – REMINDER

Dear [Class Member Name]:

Notice ID: «00000000»

PIN: «000 000 000»

«address1»

«address3»

«addrcity» «addrstate» «addrzip»

«country»

REMINDER NOTICE

Consumers who had a report prepared on them by Sterling Infosystems may be affected by a class action settlement

Para una notificación en Español, llamar 800-444-4283 o visitar www.grissomfcrasettlement.com

You are receiving this notice because records indicate you qualify to receive a payment from a class action settlement.

What is this about? A proposed settlement has been reached in a class action lawsuit against Sterling Infosystems, Inc. (“Defendant”) regarding certain records included on consumer reports through a SSN Trace that allegedly did not match the subject of the consumer report.

Am I affected? Defendant’s records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Sterling included a record on your consumer report that was developed through a SSN Trace, and that record’s first name, last name, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Sterling and had an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class which is receiving the benefit of practice changes Sterling has agreed to as part of the settlement. Review the information at www.grissomfcrasettlement.com for more details about the Injunctive Relief.

What does the settlement provide? The settlement establishes a \$2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys’ fees and the cost for settlement administration, and any approved Class Representative award. If you believe you were harmed by the record(s) on your report and lost or had a delayed employment opportunity (fired, not hired, delay in hiring), you may seek an *additional* amount from the Settlement Fund by submitting a Request for an Enhanced Payment. The parties estimate Damages Class Members will each receive approximately \$175-\$200 and those Requesting an Enhanced Payment will receive two times that amount.

How do I get a payment? You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If you believe you are entitled to an *additional* payment, go to www.grissomfcrasettlement.com to submit a Request for an Enhanced Payment by February 11, 2025. If your address changes, please email info@grissomfcrasettlement.com to provide an updated address.

Your other rights. If you do nothing, you will receive a monetary payment but will be bound by the Court's decisions in the case. If you want to maintain any other rights you may have, you should consider excluding yourself from the Damages Class by February 11, 2025. If you stay in the settlement but do not agree with the terms, you may object to it by February 11, 2025.

The Hearing. The Court will hold a hearing on May 7, 2025 to consider whether to approve the settlement as well as requests for attorneys' fees, which for the Damages Class will be an amount not to exceed \$833,333, plus out-of-pocket expenses. The Court will also consider any requests for a service award to the Class Representative. Any service payment requested will not exceed \$10,000. The Court appointed Berger Montague PC to represent the Settlement Classes as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by February 11, 2025.

For more information: Call 800-444-4283 or visit www.grissomfcrsettlement.com

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COURT AUTHORIZED NOTICE

A settlement has been reached in a purported class action lawsuit (the "Action") against Sterling Infosystems, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that Defendant violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly matching records to individuals where the record allegedly did not belong to the subject of the report. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete Settlement terms and conditions are available in the Settlement Agreement at www.grissomfcrasettlement.com.

Am I a Class Member? Defendant's records indicate you are a Damages Class Member. This means, between September 25, 2018 and June 4, 2021, Defendant included a record on your consumer report that was developed through a SSN Trace, and that record's first, last, middle name or initial allegedly did not exactly match yours; and you either disputed that record with Defendant and had

Continued on Reverse

Grissom v Sterling Infosystems, Inc.
c/o Settlement Administrator
PO Box 23489, Jacksonville, FL 32256

PRSR FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

REMINDER NOTICE

Notice ID: «00000000»

PIN: «000 000 000»



Postmaster: Do not mark barcode

«fname» «lname»
«address1»
«address3»
«addrcity» «addrstate» «addrzip»
«country»

fold

fold

an amended report issued, or a pre-adverse action notice was sent to you about the report.

You are also a member of the Injunctive Relief Class that is receiving the benefit of practice changes Defendant has agreed to as part of the settlement. Review the information at www.grissomfcrasettlement.com for more details about the Injunctive Relief.

What Can I Get? The settlement establishes a \$2,500,000 Settlement Fund for payments to Damages Class Members, after payment of attorneys' fees, costs, and the cost for settlement administration, and any approved Class Representative award. The parties estimate Damages Class Members will each receive approximately \$175-\$200. If you believe you were harmed by Defendant's report in the form of a lost or delayed employment opportunity, you may seek an additional amount from the Settlement Fund by submitting a Request for an Enhanced Payment.

X If there is an "X" on the line preceding this sentence, you must fill out a Request for an Enhanced Payment by February 11, 2025 to receive an Enhanced Payment. If there is not an "X," Defendant's records indicate that you disputed your report, an amended report was issued, and you will be entitled automatically to an Enhanced Payment.

What Are My Other Options? (1) Do Nothing. If you do nothing in response to this Notice, you will receive a monetary recovery and will lose both any legal rights you may have against Defendant related to this suit and to object to the Settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Damages Class by mailing a written notice to the Settlement

Administrator postmarked by February 11, 2025, that includes a signed and dated statement you want to be excluded from the Class in *Grissom v. Sterling* and includes your name, contact information, and last 4 of your SSN. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than February 11, 2025. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.grissomfcrasettlement.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees not to exceed \$833,333, out of pocket costs, as well as request a Class Representative Award not to exceed \$10,000, and settlement administration expenses to be paid from the settlement fund.

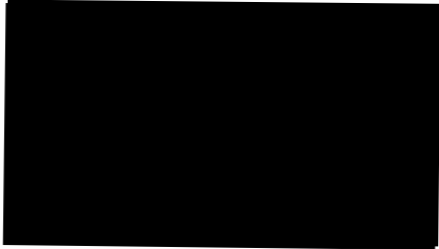
When Will the Court Consider the Settlement? The Court will hold a final approval hearing on May 7, 2025 at 2:00 pm. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative award, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.grissomfcrasettlement.com, or contact Class Counsel at 612-594-5999, or GrissomClassCounsel@bm.net.

outside bottom/back

Exhibit D

Jamia Elena Thurman (SSC# last four - [REDACTED])



635
GRISSOM V STERLING
[Barcode]
OBJECTION 450001

Settlement Administrator at Grissom v Sterling Infosystems, INC

P.O. Box 23489

Jacksonville, FL32241

Dear Settlement Administrator it is for "Grissom v Sterling Infosystems, INC"

I am writing to formally express my objection / concerns regarding the recent settlement offer, specifically the estimated damages each Class Member will receive, which ranges from approximately \$175 - \$200. I believe this amount is neither fair, reasonable, nor adequate, given the substantial impact the Defendant's actions have had on my life.

Due to an erroneous report by the Defendant, I lost significant employment opportunities, one is CVS Health. This loss not only deprived me of an annual salary that would have substantially improved my financial stability but also led to considerable hardship. The denial of this job offers severely affected my ability to maintain housing and caused ongoing financial stress.

The emotional and mental toll of this situation has been profound. I have struggled to cope with the stress and anxiety induced by these circumstances, which has impacted my overall well-being and sanity. The settlement amount proposed does not reflect the severity of damage and distress I have endured as a result of the Defendant's report.

Considering these factors, I respectfully request that my settlement payment be adjusted to more accurately parallel the actual damages and emotional distress I have experienced. I am seeking an additional amount from the settlement fund that aligns with the financial and personal impact caused by this situation.

Thank you for your attention to this matter. I look forward to a resolution that adequately compensates for the damage incurred.

RECEIVED

POSTMARKED

FEB 20 2025

FEB 10 2025

American Legal Claims

American Legal Claims

Sincerely,

Jamia Elena Thurman 2/9/2025

FEB 20 2025

G

US POSTAGE AND FEES PAID
GROUND ADVANTAGE IMI
Feb 10 2025
Mailed from ZIP 20002
4 OZ GND ADV RATE
ZONE 5
19535859
Commercial



USPS GROUND ADVANTAGE

JAMIA THURMAN

B005 0001



SHIP TO:
SETTLEMENT ADMINISTRATOR AT GRISSOM
V STERLING INFOSYSTEMS, INC
PO BOX 23489
JACKSONVILLE FL 32241-3536

USPS TRACKING #



9400 1118 9956 0929 3819 97



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GRACE GRISSOM, individually and on behalf
of those similarly situated,

Plaintiff,

-against-

STERLING INFOSYSTEMS, INC.,

Defendant.

Case No.: 1:20-cv-07948-VSB

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING
SETTLEMENT CLASSES, AND TERMINATING ACTION**

Plaintiff Grace Grissom (“Class Representative”), on behalf of herself and all others similarly situated, has submitted to the Court a Motion for Final Approval of the Settlement Agreement (“Final Approval Motion”).

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiff’s Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Classes, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on May 7, 2025, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed Settlement. Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with the Preliminary Approval Motion.

2. This Court has jurisdiction over the subject matter of this action, the Class Representative, the Settlement Classes, and Defendant.

RULE 23(b)(2) SETTLEMENT CLASS

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, the Injunctive Relief Class defined as follows:

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

4. Certification of the Injunctive Relief Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(2). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Injunctive Relief Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiff as Class Representative, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiff has and continues to adequately represent the Injunctive Relief Class Members.

RULE 23(b)(3) SETTLEMENT CLASS

6. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, the Damages Class defined as follows:

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer's first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

7. Certification of the Damages Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Damages Class.

8. In the Preliminary Approval Order, this Court previously appointed Plaintiff as Class Representative for the Damages Class and hereby reaffirms that appointment, finding on the record before it, that Plaintiff has and continues to adequately represent the Damages Class Members.

9. **CLASS COUNSEL APPOINTMENT** — In the Preliminary Approval Order, this Court previously appointed E. Michelle Drake and John G. Albanese of Berger Montague PC as Counsel for the Settlement Classes and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Settlement Class Members.

10. **CLASS NOTICE** — The record shows, and the Court finds, that notice to the Settlement Classes has been given in the manner approved by the Court in the Preliminary Approval Order. The Court finds that such notices (i) constituted the best notice practicable to the Settlement Classes under the circumstances; (ii) were reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of this Action, the terms of the Settlement Agreement, their rights under the Settlement Agreement and deadlines by which to exercise them, and the binding effect of the Final Approval Order on the Settlement Class

Members; (iii) provided due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfy the requirements of the U.S. Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

11. Full opportunity has been afforded to members of the Settlement Classes to participate in the Final Fairness Hearing. Accordingly, the Court determines that all Settlement Class Members are bound by this Final Approval Order in accordance with the terms provided herein.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement, and finds the benefits to the Settlement Classes, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Classes, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of the Plaintiff's claims and any defenses of Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member being bound by the Settlement Agreement, including all releases set forth in the Settlement Agreement.

13. Specifically, the Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate given the following factors, among other things:

- A. All claims within the above-captioned proceeding are complex and time-consuming, and would have continued to be so through summary judgment and/or trial if it had not settled;

- B. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Action while negotiating the Settlement Agreement;
- C. The relief provided for by the Settlement Agreement is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to trial;
- D. The Settlement Agreement was the result of arms' length, good faith negotiations and exchange of information by experienced counsel;
- E. The reaction of the Settlement Classes has been positive.

14. The Court overrules the one objection filed in this matter.

15. All claims in the above-captioned proceeding are hereby dismissed with prejudice and terminated. Except as otherwise provided herein or in the Settlement Agreement, such dismissal and termination shall occur without costs to Plaintiff or Defendant. All Injunctive Relief Class Members are hereby enjoined from asserting any Released Claim, other than on an individual basis, against any Released Party. All Damages Class Members hereby fully release all Released Parties for all Damages Class Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or claim that asserts any Damages Class Released Claims.

16. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiff and the Settlement Class Members shall be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Released Claims, as those terms are defined in the Settlement Agreement.

17. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARD** – Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for awards of attorneys' fees and costs as related to each Settlement Class.

18. The Court notes that the requested amounts were included in the notice materials disseminated to the Settlement Classes and there have been no objections to the requested amounts.

19. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the requests for attorneys' fees and reimbursement of costs, approves an award of attorneys' fee and costs to Class Counsel as to the Damages Class in the amount of \$833,333.33 and \$20,212.21, respectively, and as to the Injunctive Relief Class, approves the separate payment by Defendant of \$500,000. The Court finds these amounts are reasonable and appropriate under all circumstances presented.

20. The Court also approves a service award to the Class Representative Grace Grissom of \$10,000, of which \$5,000 is to be paid from the Damages Class Settlement Fund and \$5,000 to be paid from the \$500,000 awarded in connection with the Injunctive Relief Class.

21. The Settlement Administrator is further approved to reimburse its reasonable costs in connection with the Damages Class from the Damages Class Settlement Fund prior to the distribution to the Damages Class Members.

22. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Damages Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the Parties' selected organization, The Innocence Project, is approved to receive such residual funds.

23. The Court expressly retains exclusive and continuing jurisdiction, without affecting the finality of this Order, over the Settlement Agreement, including all matters relating to the

implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of jurisdiction over the Settlement Agreement, shall be a basis for any Party, including any class member, to assert personal jurisdiction over any other Party in any matter other than a matter seeking to enforce the terms of the Settlement Agreement.

24. If the Effective Date, as defined in the Settlement Agreement does not occur for any reason whatsoever, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

25. The Parties are hereby directed to carry out their obligations under the Settlement Agreement.

26. There being no just reason for delay, the Court directs this Final Order be, and hereby is, entered as a final and appealable order.

It is SO ORDERED.

Dated: _____

Hon. Vernon S. Broderick
U.S. District Judge