

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

LATEDIA WASHINGTON, on  
behalf of herself and on behalf  
of all others similarly situated,

Plaintiff,

v.

Case No. : 2:21-cv-10445-LVP-RSW

DIALOGDIREDC, INC.,

Defendant.

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**JOINT STIPULATION OF CLASS SETTLEMENT**

Plaintiff, Latedia Washington (“Plaintiff”), individually and on behalf of the putative class, and Defendant, DialogDirect, Inc. (“Defendant”), enter into this Settlement Agreement and Release to settle the issues between them asserted in this action.

**I. RECITALS**

1. On February 26, 2021, Plaintiff filed this class action complaint, *Latedia Washington v. DialogDirect, Inc.*, in the United States District Court Eastern District of Michigan, Southern Division. (Dkt. 1 - the “Action”).

2. Plaintiff asserted a cause of action against Defendant for alleged violations of the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff alleged Defendant violated 15 U.S.C. §§ 1681b(b)(3)(A)(i)-(ii) by taking an

adverse employment action against Plaintiff and the putative Adverse Action Class, based in whole or in part on the results of their consumer reports, without first providing notice, a copy of the report and summary of rights.

3. The Parties have reached a compromise in principle on a class basis, contingent upon the negotiation and execution by the Parties of this final agreement being approved by the Court.

4. Defendant denies that it has engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action, but has agreed to this Settlement Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations.

5. Plaintiff, the Settlement Class, and Class Counsel are aware that Defendant has significant defenses to the allegations in this Action upon which Defendant might prevail and that, as a result, Plaintiff and the Settlement Class may not receive any benefit or consideration for the claims that have been asserted against Defendant.

6. Based upon its analysis and evaluation of several factors, Class Counsel recognize the substantial risks of continued litigation and delays,

including the likelihood that the claims, if not settled now, might not result in any recovery whatsoever for the Settlement Class.

7. Class Counsel have conducted a thorough study and investigation of the law and facts relating to the claims that have been asserted as well as a thorough study and investigation of the scope and identity of the Settlement Class, and have concluded, considering the benefits of this settlement, as defined below, and the risks and delays of further litigation, that this settlement is fair and reasonable and in the best interests of the Settlement Class.

8. Subject to the approval of the Court, the Parties wish to settle this Action, effect a compromise, and settle the claims released in Section II, paragraph 28 below.

9. The Parties therefore agree that the claims referenced herein shall be settled, compromised, and released, subject to the approval of the Court, upon and subject to the following terms and conditions:

## **II. DEFINITIONS**

### **10. Action.**

The above-entitled Action, Case No. 2:21-cv-10445.

### **11. Settlement Agreement and Release.**

This Stipulation of Class Action Settlement (“Stipulation of Settlement”).

**12. Claim Form.**

The document substantially in the form attached as **Exhibit “1”** that will be mailed to Class Members’ last known addresses and must be signed and returned, or properly submitted online by the Response Date for the Class Member to receive his or her share of the Net Settlement Fund.

**13. Class Counsel.**

Marc R. Edelman of Morgan & Morgan, P.A.

**14. Class Counsel Attorney’s Fees and Costs.**

Class Counsel may seek attorneys’ fees up to one-third of the Settlement Fund, subject to Court approval.

**15. Class Settlement Administration Costs.**

The Settlement Administration Costs, which sum will be paid from the Settlement Fund, subject to Court approval, and which is inclusive of the costs of the Settlement Notice and sending of the notices required under the Class Action Fairness Act (“CAFA”).

**16. Class Representative or Plaintiff.**

Plaintiff, Latedia Washington.

**17. General Release Payment.**

A sum not to exceed \$5,000.00 payable to Plaintiff as consideration for her agreement to execute of a General Release of claims, which sum shall be paid from the Settlement Fund, subject to Court approval.

**18. Court.**

The United States District Court for the Eastern District of Michigan, Southern Division.

**19. Covered Period.**

The period from February 26, 2019 through July 1, 2021.

**20. Days.**

All reference to “days” in this Stipulation of Settlement shall refer to calendar days, unless otherwise specified, provided that if a deadline provided for in the Stipulation of Settlement falls on a weekend or holiday, that deadline shall be the next day that is not weekend or holiday.

**21. FCRA State/Local Equivalents.**

Any statute or regulation of any state, U.S. territory, locality/municipality, the District of Columbia, or Puerto Rico, that has a similar purpose or effect as the federal Fair Credit Reporting Act, including regulating the collection or reporting of or use of background checks/consumer information and related actions.

**22. Final Approval Hearing.**

The Court's hearing following the Settlement Administrator's work to locate and send Notices to all Settlement Class Members, determine the amount payable to each Settlement Class Member, and perform other settlement-related administrative tasks, to approve final administration and payment of the settlement.

**23. Final Approval Order.**

The Court's Order granting final approval of this Stipulation of Settlement.

**24. Net Settlement Fund.**

The amount of money remaining after the Settlement Fund is reduced by the following amounts:

- a. General Release Payment to Plaintiff, if approved by the Court;
- b. Class Settlement Administration Costs approved by the Court, including an amount reserved to complete the Settlement Notice, an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed, and an amount reserved to complete the CAFA Notice;
- c. Reimbursement to Class Counsel for the cost of mediation and other incurred costs approved by the Court; and

- d. Reimbursement to Class Counsel for attorney's fees and costs in an amount up to one-third of the Settlement Fund approved by the Court.

**25. Notice.**

The notice attached hereto as **Exhibit "2,"** subject to Court approval, and which the Settlement Administrator will mail, via first-class U.S. mail, to each Settlement Class Member to explain the terms of the settlement, including the procedure for objecting to or opting out of the Stipulation of Settlement.

**26. Parties.**

Plaintiff and Defendant.

**27. Preliminary Approval Order.**

The Court's Order granting preliminary approval of this Stipulation of Settlement.

**28. Released Claims.**

All Settlement Class Members release all claims of any kind including claims for damages, injunctive relief, any possible attorney's fees or costs arising out of or relating to any alleged conduct of the Released Parties arising out of or relating to Defendant's background screening, including but not limited to the ability to bring class action, mass action, representative or other similar joint or collective claims against the Released Parties under the Fair Credit Reporting Act,

FCRA State/Local Equivalents, and any other law related to background screening.

The period of the Released Claims extends to the limits of the Covered Period.

By the date that the motion for Preliminary Approval is filed, Plaintiff shall execute a separate General Release to include provisions to the effect that Plaintiff releases any and all claims against Released Parties, known and unknown and that:

- (1) Plaintiff agrees not to re-apply or be rehired by Released Parties;
- (2) there is no admission of liability by the Released Parties;
- (3) Plaintiff agrees not to solicit additional claims against the Released Parties and is unaware of any other third-parties who have told Plaintiff they have background check related claims against the Released Parties;
- (4) Plaintiff agrees not to disparage the Released Parties and not to publicize the General Release to third-parties short of a statement that her claims against the Released Parties are resolved;
- (5) Plaintiff releases all interests she may have in bringing class, collective, or mass action claims other than her interest in representing the Settlement Class Members for purposes of this Settlement;
- (6) Plaintiff has not filed and will not file any additional claim or assertion of wrongdoing pertaining to the Released Parties in any other forum.

All releases provided for in this section shall include releases of unknown claims pursuant to Cal. Civil Code. § 1542 and any comparable provision of state or local law.



**29. Released Parties.**

Defendant, all Defendant' current parents, affiliates, including predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers, agents, subcontractors, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies or other entities or organizations, all of their customers (only with respect to duplicative claims involving Defendant's background screening process), and their insurers. Excluded from the definition of Released Parties is The Orsus Group.

**30. Response Deadlines.**

Members of the Settlement Class shall have sixty days (60) days after the date the Settlement Administrator mails the Notice to Settlement Class Members, by which Response Deadline the members of the Settlement Class must postmark written notice of their intent to opt-out of the settlement and/or a written notice of objection to the preliminarily approved settlement, as applicable. Members of the Settlement Class shall have sixty (60) days to submit a claim.

**31. Funded Amount.**

The total sum up to and not to exceed: (1) the sum of the Settlement Payments from the Net Settlement Fund; (2) the sum of the General Release Payment, if approved by the Court; (3) the Class Settlement Administration Costs

approved by the Court, (4) the sum approved by the Court of reimbursement to Class Counsel for the cost of mediation and other incurred costs; and (5) the sum approved by the Court for Reimbursement to Class Counsel for attorney's fees and costs (collectively, the "Funded Amount").

**32. Settlement Administrator.**

The Settlement Administrator will be American Legal Claims Services ("Settlement Administrator"). The Settlement Administrator will contract with Class Counsel. The contract between the Settlement Administrator and Class Counsel shall name Defendant as an intended third-party beneficiary, so Defendant has rights against the Settlement Administrator for breach of contract. Accordingly, Class Counsel and Defendant will be responsible for the performance of Settlement Administrator, including its compliance with the terms of this Stipulation of Settlement and other applicable requirements.

The Settlement Administrator shall comply with the CAFA. The Settlement Administrator shall cause notice of the proposed settlement that meets the requirements of CAFA, to be served on the appropriate federal and state officials, as specified in 28 U.S.C. § 1715(a), no later than ten (10) days after the filing of this Stipulation of Settlement with the Court. Because the names of Settlement Class Members and other personal information about them will be provided to the Settlement Administrator only, for purposes of providing cash benefits and

processing opt out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Class Counsel and will ensure that any information provided to the Settlement Administrator by Settlement Class Members will be secure and used solely for the purpose of effecting this Stipulation of Settlement.

**33. Total Class Settlement Administration Costs.**

The aggregate costs incurred by the Settlement Administrator in administering the settlement are not to exceed \$20,000.00. The aggregate costs include an amount reserved to complete the Settlement Notice, claims and objection process, an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed, and an amount reserved to complete the CAFA Notice.

**34. Settlement Class.**

All U.S. Resident individuals on whom, during the Covered Period, an employment screening report for Defendant was conducted where the screening report was ordered between February 26, 2019 and July 1, 2021 and Defendant's records reflect that the screening report contained an item of information that was coded as potentially disqualifying for employment with Defendant. Defendant represents there are approximately 1,500 members of the Settlement Class, which it represents it expects to be accurate within +/- 10%.

**35. Settlement Class Member.**

Any individual who receives notice is a member of the Settlement Class as long as the individual is not validly excluded from the Settlement Class by timely opting out of the settlement as described in paragraph 51. All individuals who receive notice and do not timely opt out shall be bound by any Orders of the Court about the Stipulation of Settlement or the Settlement Class, even if the individual fails to submit a claim form. A “Claiming Settlement Class Member” is an individual who has timely filed a valid claim pursuant to paragraphs 30 and 49 and the terms and conditions of this Stipulation and has not opted out.

**36. Settlement Effective Date or Effective Date.**

The seventh day after all the following have occurred:

- a. All Parties, Class Counsel, and Defendant’s counsel have executed this Stipulation of Settlement and Plaintiff has executed the Release described in paragraph 62;
- b. The Court has entered without material change the Final Approval Order and Judgment;
- c. The Court has ruled on Class Counsel’s application for attorney’s fees, costs and other expenses; and
- d. If no timely objectors, within fourteen (14) days of the Final Approval Order.

The Parties intend that the Stipulation of Settlement shall not become effective until the Court's Final Approval Order has become completely final and until any appellant or objector who seeks to contest the settlement has no timely recourse. Thus, if there are objectors to the settlement, the Effective Date shall be seven (7) days after the time period has run from appeal of the Final Approval Order, or if an appeal is filed, seven (7) days after any appeal is fully and finally resolved and the Court has received and docketed any resulting mandate upholding the Final Approval Order and Judgment.

**37. Settlement Fund.**

The maximum amount that Defendant will pay to the Settlement Fund under any circumstance whatsoever is Four Hundred Eighty-Seven Thousand Five Hundred Dollars (\$487,500.00).

**38. Qualified Settlement Fund.**

The Parties hereto agree that the Settlement Fund is intended to be a "qualified settlement fund" ("Qualified Settlement Fund") within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing any required tax returns for and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties hereto agree that the Settlement Fund shall be treated as a "qualified settlement fund" from the earliest date

possible, and agree to any relation-back election required to treat the Settlement Fund as a “qualified settlement fund” from the earliest date possible. Defense Counsel agrees to provide promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). Any and all taxes shall be paid out of the Settlement Fund, shall be paid out of the interest earned on the Settlement Fund, be considered to be a cost of administration of the Settlement, and be timely paid by the Settlement Administrator without prior order of the Court, and under no circumstance shall Defendant have any liability related thereto.

**39. Settlement Payment.**

“Settlement Payment” means the individualized award equal to a *pro rata* share of the Net Settlement Fund that will be made in the distribution from the Settlement Fund to the Claiming Settlement Class Members. To calculate the amount of the Settlement Payment, the Settlement Administrator shall divide the Net Settlement Fund by the total number of Settlement Class Members. Settlement Payments are anticipated to be approximately \$200.00. Settlement Payments will be distributed to each Claiming Settlement Class Member. Under no circumstances should Defendant be required to contribute additional monies to the Settlement Fund.

**40. Defendant's Reversion Total Amount.**

“Defendant’s Reversion Total Amount” means the amount of any uncashed Settlement Payments after the expiration of the sixty (60) day period for negotiating checks used to distribute the Settlement Payments which shall automatically revert back to Defendant.

**III. RELIEF AND BENEFITS**

**41. Monetary Benefits to Settlement Class Members.**

In exchange for the releases and waivers of claims described below, Defendant will pay the Funded Amount, including the Settlement Payments described herein to Settlement Class Members. Defendant shall deposit the Funded Amount with the Settlement Administrator within seven (7) days after the Effective Date.

The Funded Amount will be distributed by the Settlement Class Administrator to the Settlement Class Members using the timeline set forth below.

- a. Initial payments to Settlement Class Members will be mailed by the Settlement Administrator by check and delivered by first-class U.S. mail, postmarked within fourteen (14) days of the Effective Date. All initial checks will expire sixty (60) days after they are issued and will state the expiration date on their faces. If any such payment is returned by the U.S. Postal

Service as undeliverable, or is uncashed or not negotiated before it expires, neither Defendant nor the Settlement Administrator nor Class Counsel shall have any further obligations to Plaintiff or any Settlement Class Member, except that:

- i. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will re-mail the check to the forwarding address;
  - ii. If a Settlement Class Member contacts the Settlement Administrator or Class Counsel to request a replacement check before the initial check is negotiated, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check.
- b. The Parties agree that all Settlement Class Members waive and abandon any ownership interest in any such undeliverable, returned, uncashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to



such undeliverable, returned, uncashed, or non-negotiated checks.

**42. Taxes.**

The Parties agree the payments to each Settlement Class Member are not wages, that each Settlement Class Member will be solely responsible for correctly characterizing this payment for tax purposes, and for paying any taxes owed on this payment. The Parties also agree that the approved Class Representative Service Payment to Plaintiff is not wages, Plaintiff will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and that the Settlement Administrator on Defendant's behalf will issue to Plaintiff an IRS Form 1099 for this payment.

**43. Class Representative General Release Payment.**

Defendant agrees to pay Plaintiff \$5,000.00 in exchange for executing a general release of claims, subject to Court approval.

The Settlement Administrator shall pay any approved General Release Payment no later than seven (7) days after the Effective Date.

**44. Class Counsel Attorney's Fees and Costs.**

Defendant agrees that Class Counsel may apply to the Court for an award of attorney's fees up to 33.33% of the Settlement Fund (\$162,337.75). Additionally, Defendant agrees Class Counsel may also apply separately for reimbursement from

the Settlement Fund for the cost of mediation and other incurred costs. Defendant is only required to pay the attorney's fees and costs approved by the Court.

Class Counsel will file the application for approval of Class Counsel Attorney's Fees and Costs no later than thirty (30) days after the hearing on the Motion for Preliminary Approval.

The Settlement Administrator shall pay any approved Class Counsel Attorney's Fees and Costs no later than fourteen (14) days after the Effective Date.

**45. Payments to the Settlement Administrator.**

The Settlement Administrator shall pay any approved Class Settlement Administration Costs no later than fourteen (14) days after the Effective Date. If the Settlement Administrator so requires, Defendant shall pay the upfront costs of postage to the Settlement Administrator for notice to the class subject to later reimbursement from the Settlement Fund consistent with the rest of the terms therewith. In that event, the amount of reimbursement under this paragraph shall be added to the Defendant's Reversion Total Amount. The Defendant's Reversion Total Amount shall be paid to Defendant no later than one hundred and twenty (120) days after the Effective Date.

#### **IV. NOTICE, OPT-OUT, OBJECTIONS AND SETTLEMENT APPROVAL**

##### **46. Notice to Settlement Class Members.**

Not later than seven (7) days after the Court has issued the Preliminary Approval Order, Defendant shall disclose the names and last known addresses associated with the Settlement Class Members' employment screening reports to the Settlement Administrator. The Settlement Administrator shall keep the class list confidential.

No later than fourteen (14) days after the Court has issued the Preliminary Approval Order, the Settlement Administrator will mail the Notice (attached as **Exhibit "2"**) to all Settlement Class Members via first-class U.S. Mail, postage prepaid and return service requested to such Settlement Class Member's last known mailing address, as updated by using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database) and the National Change-of-Address database. The Notice shall bear the Settlement Administrator's mailing address as the return-mail address. The Notice will include an indication it is a "Court Approved Settlement Notice authorized by the U.S. District Court for the Eastern District of Michigan" and will include pin code and/or unique identifier.

A Claim Form (**Exhibit "1"**) will also be included as part of the mailing.

Not later than seven (7) days after the Court has issued the Preliminary Approval Order, the Settlement Administrator shall post a website containing information about the Settlement, including all relevant dates, pleadings, and claims portal.

**47. Notices Returned as Undeliverable.**

For all Notices returned to the Settlement Administrator without forwarding addresses, the Settlement Administrator will use publicly available databases as practicable to update those Settlement Class Members' addresses and will cause the Notice to be re-mailed by the Settlement Administrator to such Settlement Class Members who can be located.

**48. Toll-Free Telephone Line.**

The Settlement Administrator will establish and staff a toll-free telephone line that members of the Settlement Class can use to contact the Settlement Administrator with questions about the settlement or to change their addresses.

**49. Claim Form Procedures.**

To receive a portion of the Net Settlement Fund, all members of the Settlement Class must submit a timely Claim Form (attached as **Exhibit "1"**) by the Response Deadline. Claim Forms may be submitted by mail or through a claims filing portal established by the Settlement Administrator in the same format as the hard copy Claim Form. The Settlement Administrator shall ensure that at

minimum the claims filing portal requires entry of a unique identifier assigned by the Settlement Administrator and requires the input of necessary identifying information such as year of birth to ensure Claim Forms are actually submitted by Settlement class Members. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Claim Form has been timely submitted. Class members shall confirm their current contact information and that they were never employed by Defendant or if employed, did not voluntarily resign, and did not receive a copy of their background check before being rejected for employment or terminated. However, it is not the intention of the Parties to exclude Class Members from participating in the Settlement for technical reasons that do not interfere with the orderly administration of the Stipulation of Settlement. Therefore, the Settlement Administrator will compile a list of claims rejected for failure to cure an unsigned Claim Form.

If the Settlement Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter ("Cure Letter") within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have until the later of (a) the

Response Deadline or (b) fifteen (15) days from the date of the cure letter, to postmark, fax, or electronically submit a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form is not postmarked within the later of (a) the Response Deadline or (b) fifteen (15) days from the date of the cure letter, it will be deemed untimely.

**50. No Publicity.**

The Parties agree there will be no publicity to this Stipulation of Settlement that would identify Defendant, except as agreed-upon for sake of class notice, by Class Counsel.

**51. Right to Opt Out.**

All members of the Settlement Class will have the right to be excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Response Deadline, each member of the Settlement Class who elects to opt out of the settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any opt out notice must be personally signed by the member. Settlement Class Members must opt out of the Settlement Class individually. So-

called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed. Any member of the Settlement Class who does not timely (as measured by the postmark on that individual’s written notice) opt out of the settlement by written notice directed to the Settlement Administrator and containing the requisite information shall remain a member of the Settlement Class and shall be bound by any Orders of the Court about the Settlement or the Settlement Class. Any member of the Settlement Class who submits a claim form and elects to opt out is deemed to have invalidly opted out and remains a member of the Settlement Class and shall be bound by any Orders of the Court about the Settlement or the Settlement Class. If more than twenty-five (25) of the members of the Settlement Class validly, timely, and individually opt out of the class, Defendant may in its sole discretion exercise its right to void the Stipulation of Settlement, in which case this Stipulation of Settlement will be vacated, rescinded, cancelled, and annulled, and the Parties will return to the status quo ante as if they had not entered into this settlement. If the total number of Settlement Class Members, when finally determined, is greater than 1,650, the Settlement Fund shall be adjusted upward proportionately.

**52. Objections.**

Any member of the Settlement Class who wishes to object to the settlement must return by U.S. mail to the Settlement Administrator a timely written statement of objection no later than sixty (60) days after the date the Settlement Administrator mails the Notice of Settlement. Any member of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the settlement and shall be deemed to have waived any rights or benefits under this Stipulation of Settlement. The Notice of Objection must state (1) the case name and number; (2) the name, address, telephone number, and email address (if any) of the member of the Settlement Class making the objection; (3) a statement of the objection(s) being asserted; (4) a detailed description of the facts and any legal authorities underlying each objection; (5) a notice of intent to appear at the final Fairness Hearing, if the Settlement Class Member making the objection intends to appear; (6) a list of any witnesses the Settlement Class Member making the objection may call to testify at the Final Approval Hearing, whether in person, by deposition, or affidavit; and (7) a list of any exhibits, and copies of the same, which that such objector may offer at the Final Approval Hearing. Any objection must be personally signed by the objector.

No member of the Settlement Class shall be entitled to contest in any way the approval of the terms and conditions of this Stipulation of Settlement or the



Court's Final Approval Order except by filing and serving written objections in accordance with the provisions of this Stipulation of Settlement. Any member of the Settlement Class who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement.

The Settlement Administrator shall provide any objections and backup information to Defendant's Counsel and Class Counsel, who shall file same with the Court at least seven (7) days before the Final Approval Hearing or as otherwise ordered by the Court.

**53. Preliminary Settlement Approval.**

As soon as practicable after the Parties execute this Stipulation of Settlement, Class Counsel will present this Stipulation of Settlement to the Court for preliminary settlement approval and will request by joint motion that the Court enter a Preliminary Approval Order. Should the Court decline to enter a Preliminary Approval Order of the Parties' Settlement under the same terms described herein, the Parties shall negotiate in good faith to adopt any recommended changes the Court indicates is necessary to obtain a Preliminary Approval Order. If the Parties cannot reach an agreement to adopt such recommended changes, the Parties will return to the *status quo ante* as if they had not entered into this settlement.

**54. Final Approval Hearing and Final Approval Order and Judgment.**

The Parties agree to cooperate to work to schedule a Final Approval Hearing as soon as practicable. Should the Court decline to enter a Final Approval Order of the Parties' Settlement under the same terms described herein, the Parties shall negotiate in good faith to adopt any recommended changes the Court indicates is necessary to obtain a Final Approval Order. If the Parties cannot reach an agreement to adopt such recommended changes, the Parties will return to the *status quo ante* as if they had not entered into this settlement.

**V. RELEASE OF CLAIMS**

**55. Release of Claims by the Class Members.**

On the Settlement Effective Date, all members of the Settlement Class who have not timely and properly opted out of the settlement, and all those acting or purporting to act on their behalf including, but not limited to, their successors, assigns, legatees, heirs, and personal representatives, fully and forever release, waive, acquit, and discharge Defendant and the Released Parties to the fullest extent permitted by law from any and all Released Claims.

**56. Prior Releases and Waivers of Claims.**

Defendant agrees that the Settlement Class Members' or Plaintiff's receipt of funds under this Stipulation of Settlement is not a violation of any prior

promises, contracts, agreements, waivers or covenants between Defendant and the Settlement Class Members or Plaintiff.

## **VI. OTHER PROVISIONS**

### **57. Class Certification.**

The Parties have reached a pre-certification compromise in principle on a class basis, pursuant to the allegations in the Complaint, contingent upon the negotiation and execution by the Parties of this final agreement and this final agreement being approved by the Court. Defendant denies it has engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action, denies that the claims asserted by Plaintiff are suitable for class treatment other than for settlement purposes, and denies that it has any liability whatsoever, but has agreed to this Stipulation of Settlement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations of continued litigation of this dispute. Nothing in this Stipulation of Settlement shall be construed as an admission by Defendant or any of the Released Parties that this Action or any similar case is amenable to class certification. Furthermore, nothing in this Stipulation of Settlement shall prevent

Defendant from seeking decertification of a certified class in the future if the Court does not issue a Final Approval Order.

**58. No Representation of Opt Outs.**

Class Counsel agrees to not represent any members of the Settlement Class who opt out in claims against the Released Parties. Because Class Counsel will necessarily present the settlement to the Court as fair and reasonable, Class Counsel shall take no action inconsistent with so presenting the settlement, including representing any party with interests adverse to preliminary or final approval of this Stipulation of Settlement.

**59. Class Counsel Assurances.**

Marc Edelman affirmatively represents that to the best of his knowledge, Class Counsel's employment law group has no other clients with actual or threatened FCRA law claims against any of the identified Released Parties. The spirit and intent of this paragraph is to help assure the identified Released Parties there are no other FCRA claims pending, planned or known to exist against them and that by resolving this action, they are resolving all claims known by Class Counsel.

**60. No Rehire.**

The Parties agree that the named Plaintiff will not apply or be employed by Defendant. The named Plaintiff will execute a separate General Release of all claims of any kind whatsoever to be prepared by Defense Counsel.

**61. Settlement Modification.**

The Parties may agree by stipulation executed by counsel to modify the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Agreement. A stipulation modifying the settlement will be filed with the Court and subject to the Court's approval.

**62. Communications with Settlement Class Members.**

The Parties agree that Class Counsel may communicate directly with members of the Settlement Class to ensure as much participation in the settlement as possible. Nothing contained herein is intended to alter the other provisions of this Agreement relating to the Settlement Administrator's duty to keep the list of Settlement Class Members confidential.

**63. No Waiver of Privilege.**

Nothing in this Agreement is intended to limit or waive the confidentiality of attorney-client privileged communications between Class Counsel and their current clients and members of the Settlement Class, nor is anything in this Agreement

intended to limit the ability of Class Counsel to make truthful representations to judicial authorities about either its appointment as class counsel or the settlement of this Action. Likewise, nothing in this Agreement is intended to limit Defendant's or its agents' communications with their counsel, to waive the confidentiality of attorney-client privileged communications between Defendant or its agents and their counsel, or their ability to respond to judicial or other government authorities.

**64. Agreement Not Evidence.**

Neither this Stipulation of Settlement nor any related documents, negotiations, statements, or Court proceedings may be construed as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to Defendant and the Released Parties, or as a waiver by Defendant of any applicable defense to the merits of the claims asserted or to Plaintiff's ability to maintain this Action as a class action, except that this Stipulation of Settlement is admissible at hearings necessary to obtain and implement Court approval of the Parties' settlement or in hearings to enforce the terms of this Stipulation of Settlement or any related order of the Court.

**65. No Waiver of Rights.**

A Party's failure to exercise any rights under this Stipulation of Settlement shall not constitute waiver of that Party's right to exercise those rights later, except as expressly provided in this Stipulation of Settlement. No delay by any Party in exercising any power or right under this Stipulation of Settlement will operate as a waiver of that power or right, nor will any single or partial exercise of any power or right under this Stipulation of Settlement preclude other or further exercises of that or any other power or right, except as expressly provided. The waiver by one Party of any breach of this Stipulation of Settlement will not be deemed to be a waiver of any prior or subsequent breach.

**66. Authority.**

The signatories below represent they are fully authorized to enter into this Stipulation of Settlement.

**67. Best Reasonable Efforts and Mutual Full Cooperation.**

The Parties agree to fully cooperate with one other to accomplish the terms of this Stipulation of Settlement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Stipulation of Settlement, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary or ordered by the Court, or otherwise, to ensure that checks are

mailed to Settlement Class Members as soon as practicable under the terms of this Stipulation of Settlement. No party shall undertake any measures adverse to accomplishing the objectives contemplated by the Stipulation of Settlement. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary steps reasonably necessary to secure the Court's preliminary and final approval of the Parties' settlement.

**68. Entire Agreement.**

This Stipulation of Settlement, with its exhibits, constitutes the full and entire agreement among the Parties concerning the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Stipulation of Settlement.

**69. Binding.**

This Stipulation of Settlement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.



**70. No Prior Assignments.**

The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights that are released or discharged in this settlement.

**71. Construction.**

The Parties agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, arms-length negotiations between the Parties and that this Stipulation of Settlement will not be construed in favor of or against any Party because of the extent to which any Party or the Party's counsel participated in the drafting of this Stipulation of Settlement.

**72. Settlement Governed by Michigan Law.**

This Stipulation of Settlement shall be governed and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Michigan.

**73. Survival of Agreements.**

All agreements made and orders entered during the course of the litigation of the Action relating to the confidentiality of information shall survive this Stipulation of Settlement.

**74. Construction of Captions and Interpretations.**

Paragraph titles, captions, or headings in this Stipulation of Settlement are inserted as a matter of convenience and for reference and do not define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision in it. Each term of this Stipulation of Settlement is contractual and is not merely a recital.

**75. Use of Facsimile or Electronic Signatures.**

This Stipulation of Settlement may be executed with facsimile or electronic signatures and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs this Stipulation of Settlement.

**76. Notices.**

Unless otherwise specifically provided in this Stipulation of Settlement, any notices, demands or other communications required hereunder or after entry of the Court's Final Approval Order and Judgment shall be in writing and addressed as follows:

**If to Plaintiff:**

Marc Reed Edelman, Esquire  
MORGAN & MORGAN, P.A.  
201 N. Franklin Street, #700  
Tampa, FL 33602-5157

Telephone: 813-223-5505  
medelman@forthepeople.com  
Attorney for Plaintiff

**If to Defendant:**

Jaclyn Giffen, Esquire  
LITTLER MENDELSON, P.C  
200 Renaissance Center, Suite 3110  
Detroit, MI 48243  
Telephone: 313-202-3261  
jgiffen@littler.com  
Attorney for Defendant


If mailed, notice will be deemed given as of the third business day after mailing. If sent by overnight delivery or delivered person, notice will be deemed given on the date of delivery.

The Parties agree that, because the Settlement Class Members are so numerous, it is impossible and impracticable to have each Settlement Class Member execute this Stipulation of Settlement. Therefore, the Notice will advise all Settlement Class Members of the binding nature of the release and will have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member to the extent applicable law so provides.

**77. Exhibits.**

- 1 – Claim Form
- 2 – Proposed Form Mail Notice

IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed by their duly authorized representative.

|  |                                       |
|--|---------------------------------------|
| <p><u>/s/</u> <br/>                 Corporate Representative<br/><br/>                 Name: James J. Guillaumin</p>  | <p>Date: November <u>15</u>, 2021</p> |
| <p><u>/s/</u><br/>                 Jaclyn Giffen, Esq.<br/>                 LITTLER MENDELSON, P.C<br/>                 200 Renaissance Center, Suite 3110<br/>                 Detroit, MI 48243<br/>                 Telephone: 313-202-3261<br/> <a href="mailto:jgiffen@littler.com">jgiffen@littler.com</a><br/><br/>                 William J. Simmons, Esq.<br/>                 LITTLER MENDELSON, P.C.<br/>                 Three Parkway, 1601 Cherry Street<br/>                 Suite 1400<br/>                 Telephone: 267-402-3047<br/> <a href="mailto:wsimmons@littler.com">wsimmons@littler.com</a><br/>                 Philadelphia, PA, 19102<br/> <i>Attorney for Defendant</i></p> | <p>Date: November __, 2021</p>        |
| <p><u>/s/</u><br/>                 Marc R. Edelman, Esq.<br/>                 MORGAN &amp; MORGAN, P.A.<br/>                 201 N. Franklin Street, Suite 700<br/>                 Tampa, FL 33602<br/>                 Telephone 813-223-5505<br/> <a href="mailto:MEdelman@forthepeople.com">MEdelman@forthepeople.com</a><br/> <i>Attorney for Plaintiff</i></p>   | <p>Date: November __, 2021</p>        |