

**NOTICE OF CLASS ACTION SETTLEMENT**

*Parker v. The Salvation Army, et al.*  
**Superior Court of the State of California, County of San Mateo**  
**Case No.: 20-CIV-04787**

If, at any time from November 2, 2018 and May 17, 2021, you applied for employment with The Salvation Army, and The Salvation Army procured a background check report on you for employment purposes, the above-titled class action lawsuit may affect your rights, and you may be entitled to a payment under the proposed settlement (the “Settlement”) described below.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

- This is a class action lawsuit that involves a class defined as “all persons who had background checks performed in connection with an application for employment with Defendant The Salvation Army between November 2, 2018 and May 17, 2021, but excludes those persons who signed a Mutual Arbitration Agreement with The Salvation Army.”
- Plaintiff in this class action, Casedria Parker (“Plaintiff”) alleges that The Salvation Army and The Salvation Army El Sobrante Residences, Inc. (collectively, “Defendant” or “TSA”) acquired consumer, investigative consumer, and/or consumer credit reports to conduct background checks on Plaintiff and other prospective current and former applicants for employment purposes without providing proper disclosures and obtaining proper authorization in violation of the Fair Credit Report Act and failed to provide prospective current and former employees with a proper Summary of Rights under the Fair Credit Reporting Act.
- TSA denies Plaintiff’s claims and asserts that it has complied with all of its legal obligations to applicants and its employees.
- There has been a Settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or TSA’s defenses.

- You have a number of options available to you:

<p><b>REMAIN IN THE SETTLEMENT AND VERIFY YOUR IDENTITY TO RECEIVE A \$95 VOUCHER REDEEMABLE AT THE SALVATION ARMY</b></p>	<p>Each Verified Settlement Class Member will receive a voucher or coupon entitling you to purchase goods up to a maximum amount of \$95 at a Salvation Army thrift store in California, Oregon, Washington, Alaska, Hawaii, Idaho, Montana, Wyoming, Utah, Colorado, New Mexico, Nevada, or Arizona. If you wish to receive your individual coupon, all you need to do is visit <a href="http://www.parkerfcsettlement.com">www.parkerfcsettlement.com</a> and enter your name and the last four digits of your social security number. You <b>will</b> receive a share of the settlement proceeds, and you will give up any rights to sue TSA and Released Parties separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out of the same facts alleged in this class action.</p>
<p><b>ASK TO BE EXCLUDED FROM THE SETTLEMENT (OPT OUT)</b></p>	<p>You may elect to be excluded from this Settlement and retain all your legal rights with respect to the claims asserted in the lawsuit.</p> <p>If you ask to be excluded, you <b>will not</b> receive a share of the Settlement proceeds, but you will keep any rights you may have to sue TSA and the Released Parties separately about the same legal claims alleged in this lawsuit.</p>
<p><b>OBJECT</b></p>	<p>Object to the terms of this Settlement.</p>

**Your options are explained in this Notice.**

**To opt out of or object to the Settlement, you must act by sixty (60) calendar days after the Settlement Administrator mails the Notice Packet or postcard**

**1. Why did I get this notice?**

A Settlement has been reached in a class action lawsuit that was brought on behalf of a class of people defined as “all persons who had background checks performed in connection with an application for employment with Defendant The Salvation Army between November 2, 2018 and May 17, 2021, but excludes those persons who signed a Mutual Arbitration Agreement with The Salvation Army.

You have received this notice because TSA’s records indicate that you are a member of this class.

**2. What is this lawsuit about?**

In this class action lawsuit, Plaintiff alleges on behalf of herself and a putative nationwide and California class the following claims against TSA: (1) violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair Credit Reporting Act); and (2) and violation of 15 U.S.C. §§ 1681d(a)(1) (Fair Credit Reporting Act) The class action lawsuit asserts claims for statutory damages, punitive damages, restitution, injunctive and equitable relief, and attorneys’ fees and costs.

TSA denies Plaintiff's claims, and asserts that it has complied with all of its legal obligations to applicants and its employees.

### **3. Has the Court decided who is right?**

No. The Court has made no decision regarding the merits of Plaintiff's allegations or TSA's defenses.

### **4. Why did this case settle?**

The Parties reached a Settlement in order to avoid the risk and expense of further litigation. Plaintiff and her attorneys believe the Settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although TSA disputes Plaintiff's claims and asserts it has complied with all of its legal obligations towards applicants and its employees, it has also concluded that further litigation would be protracted, expensive, and would also divert resources and management and employee time.

### **5. What are the terms of the settlement and how much will I receive?**

Subject to final Court approval, TSA will provide a total estimated benefit amount of approximately \$1,875,250 (approximately 19,550 Settlement Class Members x \$95) for: (a) Individual Coupons to Verified Settlement Class Members; (b) the Court-approved Class Counsel's fees and costs; (c) the Court-approved Service Payment to the Class Representative; and (d) the Settlement Administration Costs. On a gross basis, each Class Member would receive approximately \$50 based on the approximate cash value of the settlement [ $\$977,499 = \$50 \times 19,550$ ].

**Verified Settlement Class Member Payments.** TSA will make the following cash payments in relation to this Settlement: \$325,833.00 for attorneys' fees (calculated as one third (1/3) of the estimated gross value of the Settlement of \$977,499 [ $\$977,499 = \$50 \times 19,550$ ]) and up to \$18,000 in litigation costs expended by Class Counsel, the \$5,000 Service Payment to the Class Representative, and Settlement Administration Costs up to a maximum of \$50,000. Defendant will make a \$95 Individual Coupon redeemable at TSA to each Verified Settlement Class Member, i.e., one who verifies his or her identity at [www.parkerfcrasettlement.com](http://www.parkerfcrasettlement.com) and who does not opt out of the Settlement Class. Individual Coupons will not have an expiration date.

None of the Parties or attorneys makes any representations concerning the tax consequences of this settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

**Class Counsel Attorneys' Fees and Costs, Service Payment to Class Representative, and Administrative Costs.** Class Counsel will ask the Court for an award of reasonable attorneys' fees up to one-third of the gross value of the settlement (\$325,833.00) as well as reimbursement

of reasonable litigation costs. Class Counsel will also ask the Court to authorize a service payment to Class Representative in an amount not to exceed \$5,000, in addition to the Class Representative's Individual Coupon. The costs of administering the Settlement shall not exceed \$50,000.

#### **6. What do I have to do to receive a share of the Settlement?**

If you wish to receive a payment under the terms of this Settlement, you need to verify your name and only the last four digits of your social security number at [www.parkerfcrasettlement.com](http://www.parkerfcrasettlement.com). However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your Individual Coupon. You will be covered by the release summarized in Section 7, below.

#### **7. What claims are being released by the proposed Settlement?**

Release of Claims: FCRA Class. Upon entry of Final Order and Judgment, the Participating Settlement Class Members shall release the Released Parties, to the fullest extent permitted by law, from all federal, state, and local claims, causes of action, demands, and obligations of any kind in law or equity, whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that could reasonably arise from facts alleged in the Action, relating in any way to, or arising out of, background checks or reports, motor vehicle reports, reference checks, background investigations and/or consumer reports or investigative consumer reports (collectively, "Reports") of any kind, including but not limited to claims arising under the FCRA, the California Consumer Credit Reporting Agencies Act, the California Investigative Consumer Reporting Agencies Act, and like federal, state, and local laws, including but not limited to all statutory, compensatory, actual, and punitive damages, any restitution, declaratory, injunctive and any other equitable relief, and attorneys' fees and expenses, arising from or related to Reports ordered through and including the date of final settlement approval.

"Released Parties" refers to each of the Defendants, all their affiliated entities, and their past, present, and future parent companies, holding companies, limited liability companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint ventures, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, members, managers, trustees, subcontractors, customers, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by Defendants or affiliated entities, or divisions, units, branches, and any other persons or entities acting by, through, under or in concert with them.

#### **8. What if I do not wish to be involved?**

If you do not wish to participate in the Settlement, you may opt out of the Settlement – i.e., exclude yourself from it – by submitting a Request for Exclusion. If you opt out of the Settlement by doing so, you will receive no money from the Settlement, and you will not be bound by its terms.

To opt out, you must submit a Request for Exclusion by First-Class Mail postmarked no later than the Response Deadline, i.e., sixty (60) calendar days after the Settlement Administrator mails (or

re-mails, if the initial address mailed to is incorrect and updated) the Notice Packet or postcard to you.

A Request for Exclusion is a letter or written request to the Settlement Administrator that: (1) contains the full name, address, telephone number, the last four digits of the Social Security number of the person requesting exclusion, and a statement that they request exclusion from the class and do not wish to participate in the settlement; (2) is signed personally by the individual that seeks exclusion from the Settlement Class; and (3) is postmarked by the Response Deadline and returned by mail to the Settlement Administrator at the specified address as directed by the Class Notice.

If you do not submit a valid and timely executed Request for Exclusion (as evidenced by the postmark,) your Request for Exclusion will be rejected, and you will be a member of the Settlement Class and will be bound by all the terms of the Settlement and any judgment entered once the Settlement is finally approved by the Court.

The address for the Settlement Administrator is Parker v TSA c/o Settlement Administrator, P.O. Box 23459, Jacksonville, FL 32241.

## **9. What if I have an objection?**

If you have not submitted a Request for Exclusion and believe the Settlement should not be finally approved by the Court for any reason, you may object to the Settlement. To object to the Settlement in writing, you must submit by First-Class Mail to the Settlement Administrator a written objection: (1) that clearly identifies the case name and number (*Casedria Parker v. The Salvation Army, et al.*, San Mateo Superior Court Case No. 20-CIV-04787); and (2) is postmarked on or before the Response Deadline, i.e., 60 calendar days from mailing (or re-mailing, if the initial address mailed to is incorrect and updated) of the Notice Packet or postcard.

Settlement Class Members who fail to timely object in the manner specified herein shall be deemed to have waived any objections to the Settlement.

The Settlement Administrator shall forward copies of any written objections to Class Counsel and Defendant's Counsel. Class Counsel shall submit copies of any objections received to the Court in conjunction with the filing of the motion for Final Approval of the Settlement.

The address for the Settlement Administrator is Parker v TSA c/o Settlement Administrator, P.O. Box 23459, Jacksonville, FL 32241.

Even if you submit an objection, you will be bound by the terms of the Settlement unless the Settlement is not finally approved by the Court.

## **10. Do I need a lawyer?**

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

Class Counsel

Shaun Setareh  
Jose Maria D. Patino, Jr.  
SETAREH LAW GROUP  
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Beverly Hills, CA 90212  
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**11. What happens next in the case?**

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Dept. 4 of the San Mateo County Superior Court, Central Courthouse, 800 North Humboldt St., Courtroom G, San Mateo, CA 94401, on August 6, 2024, at 2:00 pm (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's requests for attorneys' fees and costs, the Service Payment to the Class Representatives, and the Settlement Administration Costs. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

**12. How can I receive more information?**

This notice is a summary of the basic terms of the Settlement. For more information, please visit [www.parkerforasettlement.com](http://www.parkerforasettlement.com), where you will find copies of the Settlement Agreement, Preliminary Approval Order, and other relevant documents, including this Notice.

If you still have further questions regarding this Notice, they should be directed to the Settlement Administrator at 866-294-8988 or to Class Counsel at the addresses listed above in this Notice.

**Please do NOT telephone the Court, the Office of the Clerk, or TSA for information regarding this Settlement.**