

## LEGAL NOTICE

To: All natural persons residing within the United States and its Territories about whom, (i) beginning five (5) years prior to the filing of the Action and continuing through the date of the settlement, (ii) were the subject of a consumer report used by Defendant for employment purposes, (iii) were the subject of an adverse employment action by Defendant, and (iv) were not provided with a copy of the report and/or a written summary of their rights under the FCRA at least five (5) business days prior to the adverse action.

### **IF YOU ARE A MEMBER OF THIS GROUP, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A settlement has been proposed in a class action lawsuit pending in the United States District Court, Southern District of New York, entitled *Sanders v. MakeSpace Labs, Inc.*, Case No. 1:18-cv-10016.

This notice explains the nature of the lawsuit, the general terms of the proposed settlement, and the legal rights and obligations of Settlement Class Members.

### **GENERAL BACKGROUND**

Plaintiff Brandon Sanders filed a class action lawsuit against MakeSpace Labs, Inc. (“MakeSpace”) on behalf of similarly situated consumers. The lawsuit claims that MakeSpace took adverse action against applicants based upon background reports without first providing them with notice and a copy of the report, in violation of the Fair Credit Reporting Act (or “FCRA”). MakeSpace denies that it did anything wrong or that its conduct violated the FCRA, and no court or other entity has made any judgment or other determination of any liability.

The parties have determined that it is in their best interests to settle the lawsuit. The settlement was reached after vigorous pre-trial litigation, including a mediation session. By reaching a settlement, the Parties avoid the costs and risks of a trial, and the people affected will receive compensation. In addition, Judge Andrew L. Carter, Jr. of the U.S. District Court of the Southern District of New York has determined that it is likely that the Court will be able to give final approval to the settlement, and certify the proposed Settlement Class as a class action for settlement purposes only, with Plaintiff Brandon Sanders as the class representative.

### **THE PROPOSED SETTLEMENT**

MakeSpace agrees to establish a Settlement Fund of \$360,850.00 and to separately pay the costs of notice and administration of the settlement. Payments to class members, and any attorneys’ fees and expenses awarded by the Court will be paid out of the Settlement Fund. Members of the Settlement Class will receive an automatic payment of \$950.00.

QUESTIONS? Call Toll-Free (888) 262-6044 or visit [www.mspacefcraSettlement.com](http://www.mspacefcraSettlement.com)

Based upon their time and expenses in this case, and not as a percentage of the total recovery, Counsel for the settling plaintiff (“Class Counsel”) will request that the Court approve an attorneys’ fees payment of \$225,000 to compensate them for the work they performed on behalf the Settlement Class and the out-of-pocket expenses they incurred during the litigation. Class Counsel’s fee petition will be available for you to review on February 1, 2021 at [www.mspacefrasettlement.com](http://www.mspacefrasettlement.com). The Court will make the final decision as to the amounts to be paid to the class representative and Class Counsel.

The value of any checks sent to Settlement Class Members that have not been negotiated (cash) within 60 days of the date of the check will be donated to The Legal Action Center.

### **DISMISSAL OF ACTION AND RELEASE OF CLAIMS**

If the Court approves the proposed Settlement, it will enter a final and binding judgment in the lawsuit as to all Settlement Class Members who do not request to exclude themselves from the Settlement. The judgment will contain the following release: Plaintiff and all Settlement Class members shall release the Released Parties from all Claims arising under the Fair Credit Reporting Act, 15 U.S.C. § 1681b(b)(3), up to and including the Effective Date.

“Released Parties” means i) Defendant MakeSpace Labs, Inc.; (ii) Defendant’s past, present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (iii) the past, present and future shareholders, officers, directors, members, employees, independent contractors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii).

### **FINAL SETTLEMENT APPROVAL HEARING**

On March 29, 2021 at 10:00 a.m. a final settlement approval hearing will be held on the fairness of the proposed settlement. At the final settlement approval hearing, the Court will be available to hear any objections and argument concerning the proposed settlement’s fairness. The Court will also consider Class Counsel’s request for attorneys’ fees, costs. The final settlement approval hearing will take place before the Honorable Andrew L. Carter, Jr. in the U.S. District Court for the Southern District of New York, located at 40 Foley Square, New York, NY, Courtroom 1306.

### **HOW TO PARTICIPATE IN THE SETTLEMENT**

You do not need to do anything to participate in the settlement. If the Settlement is approved by the Court and you do not exclude yourself, you will receive an automatic payment of \$950.00. To ensure any payment reaches you, you may wish to update your address either online at [www.mspacefrasettlement.com](http://www.mspacefrasettlement.com) or by emailing [info@mspacefrasettlement.com](mailto:info@mspacefrasettlement.com).

QUESTIONS? Call Toll-Free (888) 262-6044 or visit [www.mspacefrasettlement.com](http://www.mspacefrasettlement.com)

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You may exclude yourself from the lawsuit and the Settlement in two ways. You may visit the Settlement website at [www.mspacecrasettlement.com](http://www.mspacecrasettlement.com) and exclude yourself electronically by clicking on the appropriate link and providing the required information, or by contacting the Settlement Administrator at:

Sanders v. MakeSpace  
c/o Settlement Administrator  
PO Box 23668, Jacksonville, FL 32241

If you timely request exclusion from the Settlement, you will be excluded from the Settlement, you will not be bound by any judgment in the lawsuit, and you will not be precluded from prosecuting any timely claim against MakeSpace or any Released Party based on the conduct complained of in the lawsuit.

Exclusion requests must be sent via electronic mail or postmarked no later than February 22, 2021.

Requests for exclusion may be revoked by submitting to the Settlement Administrator a written statement of revocation, postmarked or received no later than March 15, 2021.

**Any class member that does not file a timely request for exclusion will be bound by all subsequent proceedings, orders, and judgments in this action.**

## HOW TO OBJECT TO THE SETTLEMENT

If you wish to participate in the Settlement but object to some or all of it, you must deliver a written objection to the Settlement Administrator at the address set forth above. Any written objections must state: the caption of the Litigation; the full name, address and telephone number of the Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and, all relief sought.

All objections must be postmarked no later than February 22, 2020. Objections to Settlement Class Counsel’s attorneys’ fees may be supplemented up to fourteen (14) days after the motion for such fees is filed on February 5, 2021. Settlement Class Members who fail to make objections in the manner specified above will be deemed to have waived any objections. Only Settlement Class Members who sent timely objections can speak at the fairness hearing. If you wish to speak to at the fairness hearing, you must notify the Court no later than March 19, 2021. You may be subject to cross examination at the hearing. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorney’s fees and costs.

QUESTIONS? Call Toll-Free (888) 262-6044 or visit [www.mspacecrasettlement.com](http://www.mspacecrasettlement.com)

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING**

**ADDITIONAL INFORMATION**

The above description of the lawsuit is general and does not cover all of the issues and proceedings that have occurred. The full Settlement Agreement detailing all of the terms of the Settlement Agreement is available at [www.mspacefcra.com](http://www.mspacefcra.com). In order to see all of the proceedings in the case, you may visit the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov>. You may also visit or call the Clerk's office of the Southern District of New York located at the Thurgood Marshall U.S. Courthouse, 40 Foley Square, New York, NY. The phone number of the Clerk's office is (212) 805-0136. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

This notice is merely a summary of the terms of the Settlement. The complete terms and conditions are set forth in the Settlement Agreement, which is available from the Court's file and on the Settlement website. To fully understand the terms and conditions of the settlement, the Court recommends that you read the Settlement Agreement, because it may contain language, terms, conditions and procedures that are not mentioned or explained in this notice. In the event of any conflict or disagreement between the language of this notice and the Settlement Agreement, the Settlement Agreement will control.

**DO NOT ADDRESS ANY SUBSTANTIVE QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE COURT OR THE JUDGE'S CHAMBERS.**