

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

SHAWANA SANDERS and KENYATTA  
WILLIAMS on their own behalf and on behalf  
of all similarly situated individuals,

Plaintiffs,

v.

Case No.: 2:18-cv-00555-UA-CM

GLOBAL RADAR ACQUISITION, LLC d/b/a  
GLOBAL HR RESEARCH,  
a foreign for-profit corporation,  
f/k/a RADAR POST-CLOSING HOLDING  
COMPANY, INC., f/k/a  
GLOBAL HR RESEARCH, INC.,

Defendant.

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**SETTLEMENT AGREEMENT**

This matter has been resolved by compromise, and subject to Court approval of the terms and conditions of this Settlement Agreement (“Settlement Agreement”), is made and entered into, as of June \_\_, 2019, by and among Plaintiffs Shawana Sanders and Kenyatta Williams (the “**Named Plaintiffs**”), on behalf of themselves and the putative settlement class as defined below (the “**Settlement Class**” and, with the Named Plaintiffs, the “**Plaintiffs**”), and Global Radar Acquisition, LLC d/b/a Global HR Research, f/k/a Radar Post-Closing Holding Company, Inc., f/k/a Global HR Research, Inc. (“**Global HR**” or “**Defendant**”) related to claims in *Sanders, et al. v. Global Radar Acquisition, LLC*, No. 2:18-cv-00555-UA-CM (M.D. Fla.) (the “**Action**”). Plaintiffs and Defendant are collectively referred to herein as the “**Parties**.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined below), upon and subject to the terms and conditions hereof (“Settlement”) as follows:

**I. THE FAIR CREDIT REPORTING ACT CLAIMS**

On July 11, 2018, Plaintiffs filed a Complaint in the Twentieth Judicial Circuit for Lee County, Florida. (ECF 1.) On August 13, 2018, Defendant removed the case under 28 U.S.C. §§ 1331, 1441, and 1446 to the United States District Court for the Middle District of Florida. (ECF 1.) On September 17, 2018, Defendant moved to dismiss the Complaint, prompting Plaintiffs to file a First Amended Complaint. (ECF 20.) Defendant again moved to dismiss on October 26, 2018, and Plaintiffs opposed. (ECFs 23, 29.) The Court denied the Motion on January 7, 2019. (ECF 30.)

The Action alleges that Defendant violated Section 1681b(b)(1) of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–1681x (“FCRA”) in connection with providing background reports for employment purposes. The Action is filed on behalf of the Named Plaintiffs, individually, as well as on behalf of consumers residing in the United States who applied for employment with non-parties A1 HR, Continuum, and Accesspoint and for whom Defendant prepared a background check, which is a consumer report under the FCRA. The Action alleged that Global HR is a consumer reporting agency within the meaning of the FCRA and provided consumer reports about the Named Plaintiffs and purported class members for employment purposes.

Plaintiffs allege that Defendant violated the FCRA as to the Named Plaintiffs and purported class members because it allegedly did not obtain from A1, Continuum, and Accesspoint the required certification of compliance with certain FCRA strictures before Defendant issued consumer reports to those employers. Defendant denies Plaintiffs’ allegations and denies that it committed any violation of the FCRA.

The Action seeks to recover statutory damages, punitive damages, and attorneys' fees and costs. The Named Plaintiffs and purported class members in the Action are represented by Leonard A. Bennett and Craig C. Marchiando of Consumer Litigation Associates, P.C.; and Marc Edelman of Morgan & Morgan P.C. ("Class Counsel"). Defendant is represented by Pamela Devata and John Drury of Seyfarth Shaw, LLP. ("Defense Counsel").

Following the filing of the Action, the Parties engaged in written discovery and motion practice through which Class Counsel was provided with information concerning the consumers who were the subject of consumer reports provided by the Defendant to Plaintiffs' potential employer, A1 HR; information regarding the number of employers for whom Global provided consumer reports for employment purposes under similar arrangements; the number of reports Global HR issued over a five year period to all clients, and specifically as to A1 HR, Continuum, and AccessPoint; and Global HR's ability to identify the consumers on whom it issued such reports. The Parties also participated in a full-day mediation and numerous and frequent informal negotiations, which resulted in this Settlement.

## **II. DEFENDANT'S DENIAL OF ANY WRONGDOING AND LIABILITY**

Defendant denies all charges of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action and believes it has a number of legal and factual defenses to the Released Claims asserted by the Plaintiffs and the purported class members in this Action. Defendant believes that were it to proceed with this lawsuit, class certification would be denied and it would prevail on motion for summary judgment and/or at trial. Defendant, however, has agreed to settle this Action to avoid further fees and expenses and to bring closure to this litigation. This Settlement constitutes a compromise settlement of disputed claims and shall not be deemed or construed to be an admission or

acknowledgement of liability on any allegations or claim asserted in this Action. Any stipulations or statements by Defendant contained in this Settlement Agreement are made for settlement purposes only.

### **III. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

Plaintiffs believe that the claims asserted in the lawsuit have merit and that if the case did not settle they would prevail at trial. However, Plaintiffs and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the case against Defendant through trial and through appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, including proceedings involving class certification. Plaintiffs and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits on the Settlement Classes and is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Classes.

### **IV. TERMS OF THE AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective attorneys, that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Settlement as follows:

#### **1. Definitions**

**1.1.** “Action” means the case styled *Sanders, et al. v. Global Radar Acquisition, LLC*, currently pending in United States District Court for the Middle District of Florida, Case No. 2:18-cv-00555-UA-CM (M.D. Fla.).

**1.2.** “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*

**1.3.** “CAFA Notice” means the notice described in section 4.11 below.

**1.4.** “Class Counsel” means Leonard A. Bennett and Craig C. Marchiando of Consumer Litigation Associates, P.C.; and Marc Edelman of Morgan & Morgan, P.C.

**1.5.** “Class Member” or “Settlement Class Member” means any member of the Settlement Class, as set forth in section 2.2 below, but specifically does not include those individuals who timely opt-out of the Settlement as forth in section 4.9.

**1.6.** “Class Period” means July 11, 2013 through January 11, 2019.

**1.7.** “Court” means the United States District Court for the Middle District of Florida.

**1.8.** “Defense Counsel” means Pamela Devata and John Drury of Seyfarth Shaw, P.C.

**1.9.** “Effective Date” means the date on which the Judgment approving this Settlement becomes Final.

**1.10.** “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x.

**1.11.** “Final” means the expiration date of the time for filing or noticing any appeal of or petition for review relating to the Judgment entered in this Action, provided there are no objectors to the settlement or appeals in the action made or noted during that period in accordance with Federal Rules of Appellate Procedure 3 and 4. If a Class Member objects to or appeals the Settlement, “Final” means the date on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, including review by the United States Supreme Court.

**1.12.** “Final Approval Hearing” means the hearing scheduled to consider final approval of the Settlement and awards to the Class Representatives and Class Counsel.

**1.13.** “Final Approval Order” or “Judgment” means a judgment and order of dismissal with prejudice entered by the Court in the Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Settlement.

**1.14.** “Named Plaintiffs” or “Class Representatives” means Shawana Sanders and Kenyatta Williams.

**1.15.** “Notice” means the form of notice to be provided to the Settlement Classes after preliminary approval of this Settlement by the Court, as further described in Section 4.

**1.16.** “Opt-Out” means to timely request exclusion from the Settlement pursuant to Federal Rule Civil Procedure 23(c)(2)(B) and the procedure set forth in Section 4.8.

**1.17.** “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

**1.18.** “Preliminary Approval Order” means the order proposed and submitted by the Parties as set forth in section 4.1.

**1.19.** “Released Claims” means all class action and individual claims that were or could have been brought under 15 U.S.C. §§ 1681a–x (including against Defendant’s insurers) and all claims that could have been brought under state law. Plaintiffs and all Class Members, on behalf of themselves and their spouses, agents, representatives, assigns, heirs, executors, administrators, beneficiaries, and trustees, release their right to bring a class action or individual action as well as actual damages of any kind, statutory fines or damages, and punitive damages and any other remedy based upon such Released Claims. With respect to the Released Claims only, the Class Representatives and Settlement Class Members expressly waive all rights provided by California Civil Code Section 1542, or other similar statutes, that they may have

against each of the Released Parties. California Civil Code Section 1542 states: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

**1.20.** “Released Claims by Named Plaintiffs” means the release, by Plaintiffs Sanders and Williams, the individuals who shall seek Service Awards from this Settlement, of all claims under any applicable law, whether known or unknown, and whether they be statutory, common law, or based in law or equity.

**1.21.** “Defendant” means Global Radar Acquisition, LLC d/b/a Global HR Research, f/k/a Radar Post-Closing Holding Company, Inc., f/k/a Global HR Research, Inc. and its current and former parents, subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns, and each of their respective present, former or future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above. “Defendant” does not include any employer, user or subscriber of Global HR’s consumer information, or any reseller of such information from Global HR or any provider of such information to Global HR unless such person is also affiliated by common ownership.

**1.22.** “Service Award” means the one-time payment to each of the Named Plaintiffs for the time and resources they have put into representing the Class Members, as set forth in Section 7.

1.23. “Settlement” means the terms and conditions of settlement as described in this Settlement Agreement.

1.24. “Settlement Class” has the meaning set forth in Section 2 below.

1.25. “Settlement Fund” means the amounts set forth in Section 2.6.

1.26. “Settlement Hearing” means the hearing described in Section 5.

1.27. “Settling Parties” means Named Plaintiffs and Defendant as described in Sections 1.14 and 1.20.

1.28. “Terminating Events” shall have the meaning set forth in Section 8 below.

1.29. “Termination Notice” shall have the meaning set forth in Section 8 below.

## 2. **The Settlement**

2.1. For the purposes of effectuating the Settlement only, Class Members and Defendant agree jointly to request that the Court certify the Settlement Classes as set forth herein.

2.2. The “**Settlement Class**” consists of: All natural persons residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a consumer report furnished by Global HR Research for employment purposes to A1 HR, Continuum, or Accesspoint between July 11, 2013 and January 11, 2019.

Excluded from the class definition are any employees, officers, or directors of the Defendant, any attorney appearing in this case, and any judge assigned to hear this action, together with their immediate family members and any persons employed by him or her.

The Parties believe that the Settlement Class consists of approximately 20,878 individual members, and this is a material term of this Settlement. In the event that the class size exceeds 20,878 by more than 5%, Plaintiffs will have the right to withdraw from this Settlement unless



Global HR increases the Settlement Fund referenced below proportionately to account for the larger class size.

**2.3.** On the Effective Date, the Settlement Classes set forth in section 2.2 above shall become permanently certified unless the Judgment does not become Final.

**2.4.** In the event the Settlement is not preliminarily and finally approved and implemented, or the Judgment does not become Final, the Settlement Classes are dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue of class certification will be decided *de novo*, and Defendant is not precluded from challenging class certification.

**2.5.** Defendant agrees to pay a total of Three Million, Six Hundred Fifty Three Thousand, Six Hundred and Fifty Dollars (\$3,653,650.00) to settle the claims set forth by the Settlement Class (the "Settlement Fund").

**2.5.1.** The Settlement Fund shall be disbursed as follows: an equal payment to each member of the Settlement Class, subject to reduction for (a) attorneys' fees and costs not in excess of thirty-three percent (33%) of the Settlement Fund, as awarded by the Court; (b) a service award to the two Named Plaintiffs in the amount of Five Thousand Dollars (\$5,000.00) each, subject to Court approval; (c) after the distribution of funds to Settlement Class Members, up to \$75,000 to reimburse Global HR for notice and settlement administration costs, from uncashed settlement checks; and (d) for any remaining portion, to an agreed-upon *cy pres* recipient.

**2.5.2** In addition to and separate from the payment of the Settlement Fund described above, Defendant will also pay the costs of notice and settlement administration.

**2.5.3** In order to receive a payment from the Settlement Fund, members of the Settlement Class do not need to do anything.

**2.5.4** Any amounts paid from the Settlement Fund that are not distributed or collected, including uncashed checks, shall be first used to reimburse the Defendant for up to \$75,000.00 payment made pursuant to Paragraphs 2.5.2 and 2.7 for costs of notice and administration, with the remainder to be distributed to a mutually agreeable *cy pres* recipient, subject to Court approval.

**2.6.** Defendant shall deposit the Settlement Fund into an interest-bearing account with the financial institution designated by Class Counsel, subject to reasonable approval by Defendant. Defendant shall complete deposit of the \$3,653,650.00 by the Effective Date, provided there are no objectors to the settlement. If a class member objects, the Settlement Fund shall be deposited into the designated account thirty (30) days after the District Court's entry of judgment becomes Final.

**2.7.** The separate payment of the costs of notice and settlement administration shall be made by Defendant directly to the Settlement Administrator by the Effective Date. If a class member objects, the Settlement Fund shall be deposited into the designated account thirty (30) days after the Court's entry of judgment becomes Final.

**2.8.** The amounts payable from the Settlement Fund for the Court-approved service awards and for Class Counsel's attorney fees and costs shall be payable within five (5) business days after the Settlement Fund is deposited in accordance with Paragraph 2.6 above.

**2.9** Within 45 days of the Effective Date (or after the Settlement Fund is deposited in accordance with Paragraph 2.6), the Settlement Administrator shall mail checks to the Settlement Class Members who have not opted out of the Settlement.

**2.10** All checks paid pursuant to this Settlement shall become stale after sixty (60) days of mailing. Upon receipt of any undelivered check, the Settlement Administrator shall take

commercially reasonable efforts to identify mailing addresses and re-mail any checks returned as undeliverable. The Settlement Administrator shall not mail checks to addresses it has already confirmed are incorrect or to whom a class member's notice was undeliverable. The amounts of such otherwise undeliverable checks shall remain within the Settlement Fund for distribution to all class members as otherwise provided in this Settlement Agreement. All funds not disbursed because the checks were not cashed within the sixty (60) day period shall be paid to first reimburse Defendant for notice and administration costs pursuant to Paragraph 2.5.4, and then, subject to Court approval, to the Parties' agreed-upon *cy pres* recipient.

**2.11.** All taxes on the income of the Settlement Fund and tax-related expenses incurred in connection with the taxation of the Settlement Fund, if any, shall be paid out of the Settlement Fund.

**2.12.** Members of the Settlement Class shall be solely responsible for the taxes, interest, and penalties due and owing, if any, should the payment of Settlement Funds, or any portion thereof, be determined to be taxable.

### **3. Release**

Upon the Effective Date, each member of the Settlement Class who has not validly opted out of the Settlement shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against Defendant. Also on the Effective Date, each named Plaintiff who has sought a Service Award from the Court shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims by Named Plaintiffs against Defendant.

**4. Notice of Order and Settlement Hearing**

**4.1** On execution of this Settlement, the Settling Parties shall jointly apply to the Court for preliminary approval of the Settlement set forth in this Settlement Agreement. It is contemplated that the consent motion for preliminary approval will be filed contemporaneously with the filing of this Settlement Agreement. The Parties shall submit to the Court the Settlement Agreement, together with its Exhibits, and shall apply for entry of this Preliminary Approval Order, substantially in the form and content of Exhibit A hereto, requesting, *inter alia*, (a) preliminary approval of the Settlement; (b) preliminary certification of the Settlement Class; (c) approval for the distribution of the Notice substantially in the form and content of Exhibit B hereto; and (d) a time and date for the Final Approval Hearing.

**4.2** No later than thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator and to Class Counsel, in a mutually agreeable electronic format, the list of names and addresses of the individuals that comprise the Settlement Class (the "Class List"). Class Counsel will have three business days to note any objections to the content or format of the Class List, which will otherwise be deemed acceptable and approved for use by the Settlement Administrator.

**4.3** The Settlement Administrator shall mail to each member of the Settlement Classes the appropriate Notice within thirty (30) days after receiving the Class List in substantially similar form as the Notices attached hereto as Exhibit B, notifying each Class Member of his or her right to participate in the settlement or to object to or opt out of the settlement.

**4.4** The sending of notices in Paragraph 4.3 shall be accomplished by electronic mail where Defendant's records (or those to which Defendant has access) contain a last-known email address for Class Members. For those individuals for whom Defendant does not possess a last-

known email address or email delivery fails, the Settlement Administrator shall mail a postcard notice using United States First Class Mail.

**4.5** The Notices will be sent to the last known address that can be contemporaneously verified by the Settlement Administrator using commercially reasonable means.

**4.6** All Settlement Class Members who do not opt out or object within sixty (60) days from the date of mailing the Notices, as described in the Notices, shall be considered Settlement Class Members and shall be bound by the terms of the Settlement.

**4.7** Settlement Class Members shall be informed in the Notice, Exhibit B, that they are entitled to the cash funds, as set forth in section 2.5, without the need to submit a claim to receive payment.

**4.8** **Procedure to Opt-Out of the Settlement:** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Clerk of Court at the address provided in the Notice, using the form attached to the Notice. Should the Class Member choose to send an Opt-Out request in another form, the Settlement Class Member's Opt-Out request must contain the Class Member's original signature, current postal address, and a specific statement that the Class Member wants to be excluded from the Settlement Class. Opt-Outs must be postmarked no later than the deadline set by the Court in the Preliminary Approval Order. In no event shall persons who purport to opt out of the Settlement Class as a group, on an aggregate basis or as a class involving more than one Class Member be considered valid Opt-Outs. Requests for exclusion that do not comply with any of the foregoing requirement are invalid. No later than seven (7) business days after the deadline for submission of a request to opt out, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a

**5. Final Approval Hearing Judgment and Notice**

**5.1** The Final Approval Hearing, as established in the Notice Order, shall be for the purpose of consideration of Final approval of the Settlement set forth in this Settlement Agreement.

**5.2** No later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will certify to the Court that it has fully complied with the notice provisions set forth in Section 4 herein.

**6. Administration and Supervision of the Settlement Fund**

**6.1.** A Settlement Administrator will be a neutral third party mutually agreeable to the parties, approved by and responsible to the Court, and shall directly administer the Notice of the Settlement, the claims process and shall control the Settlement Fund, subject to Court approval. Defendant shall separately pay for the cost of administration and notice. The Settlement Administrator shall administer and oversee the mailing of the Court-approved Notices and distribution of funds from the Settlement Fund with mutual approval of both Defendant and Class Counsel. All funds shall be maintained in a bank escrow account unless the parties jointly agree otherwise. Costs of settlement administration due to Defendant under Paragraph 2.5.4 shall be paid from the Settlement Fund after the distribution to Class Members and other payments contemplated in Paragraph 2.5.1. On completion of the administration of the Settlement, the Settlement Administrator shall provide or cause to be provided to the Court a final report on its administration of the Settlement. The Settlement Administrator shall have and shall provide to Class Counsel and Defense Counsel reasonable access to documents relating to compliance and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement. The Settlement Administrator shall hold all documents and information received regarding Class Members and

Potential Class Members in confidence, and not use such information for any purpose apart from administering the settlement.

**6.2.** No person shall have any claim against the Settlement Administrator, Class Counsel, Defense Counsel and/or Defendant based on the monetary payments made substantially in accordance with this Settlement Agreement, or further order(s) of the Court or stipulations of the Parties on the record.

**7. Plaintiffs' Counsel's Attorneys' Fees and Reimbursement of Expenses**

**7.1.** Class Counsel shall make an application to the Court for an award from the Settlement Fund for attorneys' fees, costs, and other expenses in an amount not to exceed thirty-three percent (33%) of the Settlement Fund. Defendant shall not oppose or object to this application provided that the request for an award of fees and costs is consistent with this Settlement. The Court's award of fees and costs shall be payable from the Settlement Fund within five (5) days after the Effective Date.

The Named Plaintiffs shall each apply to the Court to receive compensation for serving as class representative in the amount of \$5,000.00 (the "Service Award"), which shall be in addition to any other sums they may receive as a Class Member. Defendant shall not oppose or object to this application provided that the request for the two Service Awards is consistent with this Settlement. The Court-approved Service Awards shall be payable from the Settlement Fund within five (5) days after the Effective Date or after the Settlement Fund is deposited in accordance with Paragraphs 2.6 and 2.7, whichever is later.

**8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

**8.1.** Plaintiffs or Defendant, at any of their sole discretion, shall each have the right to terminate the Settlement and this Settlement Agreement, including dissolution of the Settlement Class, if any of the following conditions subsequently occurs ("Terminating Events"):

(a) the Court's refusal to preliminarily or permanently approve this Settlement or any material part of it;

(b) the Court requires a notice program in addition to or substantially different from that set forth herein;

(c) the Court orders Defendant to pay attorneys' fees and costs with respect to the litigation greater than as provided herein;

(d) the Court orders Defendant to pay any Service Award with respect to the litigation greater than as provided herein;

(e) the Court orders Defendant to pay, with respect to the litigation, any amount above the \$3,653,650.00 required to establish the Settlement Fund, as provided herein;

(f) the Court declines to enter the Judgment in any material respect;

(g) the Potential Members of the Settlement Class exceeds, by more than 5%, the class size numbers stated in Paragraph 2.2 of this Settlement Agreement, unless Defendant agrees to increase the Settlement Fund in an amount proportional to the excess number; or

(h) the Judgment is reversed, vacated or modified in any material respect by the Eleventh Circuit Court of Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

**8.2.** The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, incentive awards, costs and other expenses shall not be grounds for Named Plaintiffs, the Settlement Classes, or Class Counsel to terminate this Settlement.

**8.3.** If any Party exercises its respective rights to terminate this Settlement and Settlement pursuant to Paragraph 8.1 herein, the Party shall terminate the Settlement, including dissolving the Settlement Classes, by delivering written notice of the election to terminate



(“Termination Notice”) to all other parties and their counsel hereto within thirty (30) days of the Terminating Event. In the event that a Termination Notice is so provided, then the Settlement shall be canceled and terminated unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Settlement.

**8.4.** In the event that the Settlement is terminated as provided for herein, then (a) this Settlement shall be null and void and of no further force and effect, including voiding the Settlement Classes; (b) the Settling Parties shall be restored to their respective positions in the Action immediately prior to the execution of this Settlement Agreement; (c) any portion of the Settlement Fund not used to fund notice and administration shall be returned to Defendant; (d) this Settlement shall not be used in the Action or in any other proceeding for any purpose; and; (e) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

**8.5.** Upon the filing of the proposed Settlement with the Court, all proceedings shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the proposed Settlement or to comply with or effectuate the terms of this Settlement Agreement.

**9. Final Judgment**

The Parties shall jointly seek entry by the Court of a Final Judgment that includes provisions:

- (a) granting final approval of this Settlement, and directing its implementation pursuant to its terms and provisions;
- (b) ruling on Class Counsel’s application for attorneys’ fees, costs and other expenses, and Plaintiffs’ request for a Service Award;

(c) discharging and releasing Defendant from the Released Claims as provided in Section 3 above;

(d) directing that the Action be dismissed with prejudice, and,

(e) reserving to the Court continuing and exclusive jurisdiction over the parties with respect to the Settlement and the Final Judgment.

**10. Miscellaneous Provisions**

**10.1.** The Parties (a) acknowledge that it is their intent to consummate this agreement; (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement; and (c) agree to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement.

**10.2.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

**10.3.** This Settlement Agreement may be executed in counterparts, including by signature transmitted by facsimile. Each counterpart, when so executed, shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

**10.4.** Before entry of the Final Approval Order, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties with notice to be given to the Court of the agreed modification or amendment, or by stipulations made on the record. Following entry of the Final Approval Order, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties, and approved by the Court.

**10.5.** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any of the Parties of any breach of this

Settlement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement.

**10.6.** This Settlement binds and inures to the benefit of the Parties, their assigns, affiliates, heirs, administrators, executors, and successors.

**10.7.** Except as otherwise expressly stated herein, the Settlement is not intended to confer any benefits upon any non-party.

**10.8.** This Settlement Agreement constitutes the entire agreement among the Parties pertaining to the settlement of the Action and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. In entering into this Settlement, the Parties have not relied upon any representation or promise made by the other Party not contained in this document.

**10.9.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

**10.10.** The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is agreed that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. It is agreed that this Agreement may be executed on behalf of Class Members by Class Representatives and Class Counsel, subject to Court approval.

**10.11.** The Parties understand and agree that this Agreement and all exhibits thereto shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement or to show that the Agreement bars subsequent

claims that are released by the Agreement. The Parties agree that, to the extent permitted by law, this Agreement will operate as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

**10.12.** The headings in this document are included for convenience only and shall not be deemed to constitute part of this Settlement or to affect its construction.

**10.13.** Where this Settlement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

**10.14. For the Class:**

Leonard A. Bennett  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd., Suite 1-A  
Newport News, VA 23601  
lenbennett@clalegal.com

Marc Edelman  
**MORGAN & MORGAN, P.C.**  
201 N. Franklin St., 7th Floor  
Tampa, FL 33602  
medelman@forthepeople.com

**10.15. For Defendant:**

Pamela Devata  
**SEYFARTH SHAW LLP**  
233 S. Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448  
pdevata@seyfarth.com

**10.16.** Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement, subject to Court approval.

The Court, having reviewed this Settlement Agreement, approves the same and Orders the Parties to proceed as agreed.

AGREED:

**SHAWANA SANDERS and KENYATTA WILLIAMS, Plaintiffs**

By: 

Leonard A. Bennett (VSB 37523)  
Craig C. Marchiando (VSB 89736)  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd. Suite 1A  
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*Counsel for Plaintiffs*

**GLOBAL RADAR ACQUISITION, LLC, Defendant**

By: \_\_\_\_\_  
Pamela Devata  
**SEYFARTH SHAW LLP**  
233 S. Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448

*Counsel for the Defendant*  
*Global Radar Acquisition, LLC*

AGREED:

**SHAWANA SANDERS and KENYATTA WILLIAMS, Plaintiffs**

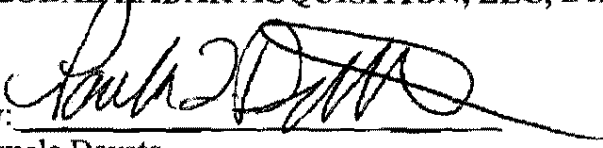
By: \_\_\_\_\_

Leonard A. Bennett (VSB 37523)  
Craig C. Marchiando (VSB 89736)  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd. Suite 1A  
Newport News VA 23601  
Telephone: 757-930-3660  
Fax: 757-930-3662  
email: len@clalegal.com  
craig@clalegal.com

Marc Edelman  
**MORGAN & MORGAN, P.C.**  
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*Counsel for Plaintiffs*

**GLOBAL RADAR ACQUISITION, LLC, Defendant**

By:   
Pamela Devata  
**SEYFARTH SHAW LLP**  
233 S. Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448

*Counsel for the Defendant*  
*Global Radar Acquisition, LLC*

## EXHIBIT “A”

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

SHAWANA SANDERS and KENYATTA  
WILLIAMS on their own behalf and on behalf  
of all similarly situated individuals,

Plaintiffs,

v.

Case No.: 2:18-cv-00555-UA-CM

GLOBAL RADAR ACQUISITION, LLC d/b/a  
GLOBAL HR RESEARCH,  
a foreign for-profit corporation,  
f/k/a RADAR POST-CLOSING HOLDING  
COMPANY, INC., f/k/a  
GLOBAL HR RESEARCH, INC.,

Defendant.

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**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT AND NOTICES TO SETTLEMENT CLASS**

Upon review and consideration of Plaintiffs' Consent Motion for Preliminary Approval of Class Action Settlement, including the Parties' Stipulation and Settlement Agreement (the "Settlement Agreement") and all Exhibits thereto, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. **Settlement.** Plaintiffs Shawana Sanders and Kenyatta Williams ("Plaintiffs"), on behalf of themselves and all Settlement Class Members, and Defendant Global Radar Acquisition, LLC ("Global") (collectively, the "Settling Parties"), have negotiated a potential settlement of this action (the "Action") to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve any and all claims being released by the Settlement Agreement, including all claims which have been or could be asserted by Plaintiffs and/or other members of the Settlement Classes in the Action against Global and all of its respective past and present divisions, parents,



subsidiaries, predecessors, investors, parent companies, acquired companies, insurers, agents, and affiliated companies.

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Settling Parties has been negotiated at arm's-length and is approved on a preliminary basis as fair, reasonable, and adequate.

4. **Settlement Class Definition and Relief.** The proposed Settlement Class Relief to the Settlement Class Members, as identified in Section 2.2 of the Settlement Agreement, is approved on a preliminary basis as fair, reasonable, and adequate. The Settlement Class shall consist of all natural persons residing in the United States, any U.S. territory, the District of Columbia, or Puerto Rico who were the subject of a consumer report furnished by Global HR for employment purposes to a client of A1 HR, Continuum, or Accesspoint between July 11, 2013 and January 11, 2019.

The Settlement Class consists of approximately 20,878 individuals.

5. **Preliminary Certification of Settlement Class.** The Court makes the following determinations as to certification of the Settlement Class for settlement purposes only:

(a) The Court preliminarily certifies the Settlement Class for purposes of settlement only, under Fed. R. Civ. P. 23(a) and (b)(3);

(b) The Settlement Class is so numerous that joinder of all members is

impracticable;

(c) There are questions of law or fact common to the members of the Settlement Class;

(d) The claims of Plaintiffs are typical of the claims of the other members of the Settlement Class;

(e) Plaintiffs and are capable of fairly and adequately protecting the interests of the members of the Settlement Class in connection with the Settlement Agreement;

(f) Common questions of law and fact predominate over questions affecting only individual members of the Settlement Class;

(g) The Settlement Class is ascertainable;

(h) Resolution of the claims in this Litigation by way of Settlement is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class Members.

6. **Designation of Class Representatives.** Plaintiffs Shawana Sanders and Kenyatta Williams are designated as representatives of the Settlement Class for the sole purpose of seeking a settlement of the Litigation.

7. **Designation of Class Counsel.** Attorneys Marc Edelman of the law firm Morgan & Morgan and Craig C. Marchiando of Consumer Litigation Associates, P.C. are hereby designated as Class Counsel for the Settlement Class.

8. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at \_\_:00 \_\_.m. on \_\_\_\_\_ [no earlier than 120 days after preliminary approval], 2018 in Fort Meyers, Florida before the Honorable John E. Steele, to determine, among other things: (i) whether the Settlement of the Litigation should be

approved as fair, reasonable, and adequate; (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iii) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; (iv) whether Settlement Class Members should be subject to a permanent injunction which, among other things, bars Settlement Class Members who have not opted out, from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), organizing, or soliciting the participation of other Settlement Class Members to pursue any action in any jurisdiction based on or relating to any of the Released Claims (as defined in the Settlement Agreement) or the facts and circumstances relating thereto; and (v) whether the application of Class Counsel for an award of Attorneys' Fees and Expenses, and for a Service Award to Plaintiffs, should be approved.

Such hearing may be reset to a later date than that in the Class Notices without requiring additional, subsequent notice to Class Members.

**9. Class Notice.**

(a) The Court approves the Class Notice in the Settlement Agreement, including the Long-Form Notice to be electronically mailed to all Settlement Class Members attached as Exhibit B to the Settlement Agreement and the manner of providing mail notice to Settlement Class Members described in Section 4 of the Settlement Agreement. The Court finds that this is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise the Settlement Class Members of the pendency of this Action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Settlement Class. The Court further finds that mail notice and the other forms of Class Notice in the Settlement Agreement are reasonable, constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and meet the requirements of due

process.

(b) The Notice shall be mailed within sixty (60) days of the date of this Order.

(c) No later than the sending of the Short-Form Notice, the Settlement Administrator shall establish an Internet site (the “Settlement Website”), which shall contain copies of the Complaint, the Settlement Agreement and Exhibits, the Short-Form Notice, the Long-Form Notice, and other documents about the Lawsuit. The Settlement Website shall have a Uniform Resource Locator which identifies the Settlement Website as [www.\[url to be determined\].com](http://www.[url to be determined].com). The Settlement Website shall remain open and accessible through the expiration period of all issued Settlement checks. The Settlement Website also shall prominently display contact information for Class Counsel and shall direct all questions about the Class Settlement to Class Counsel.

(d) No later than 7 days prior to the Final Approval Hearing, Class Counsel shall obtain from the Settlement Administrator and shall file with the Court a proof of mailing of the Mail Notice and of establishing the Settlement Website.

10. **Administrator.** The Court authorizes and directs the Parties to retain a Settlement Administrator to implement the terms of the Settlement Agreement, and authorizes and directs such Administrators to: (i) mail and provide Class Notice; (ii) establish the Settlement Website; (iii) administer the Settlement Fund and provide settlement relief to Settlement Class Members; and (iv) carry out such other responsibilities as are provided for in the Settlement Agreement or may be agreed to by the Parties in the Action.

11. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Class must send a written Request for Exclusion to Class Counsel (or the Settlement Administrator), by first-class mail, postage prepaid, to the address provided in the Class

Notice. Any such Request for Exclusion must be postmarked no later than sixty (60) days after the Mail Notice Date.

(a) To be valid, the Request for Exclusion must: (i) identify the case name; (ii) identify the name, address, and telephone number of the Settlement Class Member; (iii) be personally signed by the Settlement Class Member requesting exclusion; and (iv) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in *Sanders v. Global Radar Acquisition, LLC*, No. 2:18-cv-00555-UA-CM.”

(b) A Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Settlement Class Member desiring to opt out of the Class (i) files or has filed a separate action against any of the Released Persons (as defined in the Settlement Agreement), or (ii) is, or becomes, a putative class member in any other class action filed against any of the Released Persons.

(c) Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Settlement Effective Date (as defined in the Settlement Agreement), will be bound by its terms, including, but not limited to, the Releases in Section 3 of the Settlement Agreement.

(d) If the proposed Settlement is finally approved, any Settlement Class Member who has not submitted a timely, written request for exclusion or to opt-out from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this

Action, even if he or she has pending, or subsequently initiates, litigation against Global or any of the Released Parties relating to any of the Released Claims.

12. **Objections and Appearances.** Any Settlement Class Member who has not filed a timely written request for exclusion and who complies with the requirements of this Paragraph may object to any aspect of the proposed settlement either on his or her own or through an attorney hired at his or her expense. Any Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and serve on Class Counsel and Defense Counsel at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement. The written statement of objection must be postmarked no later than sixty (60) days after the Mail Notice Date.

To Class Counsel:

Marc Edelman  
**MORGAN & MORGAN, P.C.**  
201 N. Franklin St., 7th Floor  
Tampa, FL 33602  
P: (813) 577-4722  
F: (813) 257-0572

To Global HR's Counsel:

Pamela Q. Devata  
**SEYFARTH SHAW LLP**  
233 S. Wacker Drive, Suite 8000  
Chicago, IL 60606-6448  
P: (312) 460-5882

(a) The requirements to assert a valid written objection shall be set forth in the Long-Form Class Notice, and shall include: (i) the case name and number; (ii) the name, address, telephone number of the person objecting and, if represented by counsel, of his/her counsel; (iii) a description of the specific basis for each objection raised; (iv) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (v) a statement of the objector's reason for believing he or she is a member of the Settlement Class; (vi) if the objector is represented by counsel, a statement as to the number of objectors in this case that counsel represents; (vii) if the objector's counsel expects to be paid other than by the objector client, a

statement of counsel's proposed hourly rate and the number of hours expended on the case through the filing of the objection; and (vii) a statement by objector's counsel of all class action cases—identifying cases by style—in which counsel has represented objectors in the past eighteen months.

(b) Any Settlement Class Member who fails to object to the Settlement in the manner described in the Agreement, the Class Notice, and this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

(c) Any Settlement Class Member who submits a timely written objection may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting Settlement Class Member: (i) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing (“Notice Of Intention to Appear”), which must include the case name and number and the Settlement Class Member's name, address, telephone number, and signature, by the Objection Deadline (as identified in Paragraph 12 above); and (ii) serves the Notice Of Intention To Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any attorney who intends to represent an objecting Settlement Class Member at the Final Approval Hearing must do so at the Settlement Class Member's expense and must file a notice of appearance at least two weeks before the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention To Appear in accordance with the deadlines and other specifications set forth in the Agreement, the

Class Notice, and this Order will not be entitled to appear at the Final Approval Hearing to raise any objections.

13. **Releases.** If the Settlement is finally approved, all Settlement Class Members who have not filed a timely and proper request for exclusion shall release the Released Persons from all Released Claims, as described in Section 3 of the Settlement Agreement.

14. **Attorneys' Fees and Expenses, and Service Awards.** Global agrees not to oppose an application for the award of Attorneys' Fees and Expenses in this Action not to exceed thirty-three percent (33%) of the Settlement Fund. Global also agrees not to oppose the application for a Service Award of \$5,000 for each Named Plaintiff for her work and assistance in this Action. Class Counsel shall file their motion requesting these awards no later than twenty-one days before the Final Fairness Hearing, and the Court shall permit Class Members who have filed valid written objections a period of seven days to supplement their objections to respond to Class Counsel's motion for attorneys' fees and Service Awards. Class Counsel may respond to any objections not later than seven days before the Final Fairness Hearing.

15. **Preliminary Injunction.** All Settlement Class Members who do not timely exclude themselves from the Settlement Class are hereby preliminarily enjoined from directly or indirectly (i) asserting any of the Released Claims (as that term is defined in the Settlement Agreement) in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any lawsuit based on or relating to any of the Released Claims

16. or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the



facts and circumstances relating thereto against the Released Parties.

17. **Service of Papers.** Class Counsel and Defense Counsel shall serve on each other and on all other parties who have filed notices of appearance or written objections, at or before the Final Approval Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Class Counsel and Defense Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Final Approval Hearing.

18. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the proposed Settlement is not finally approved by the Court, or does not become Final (as defined in the Settlement Agreement), pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is terminated or does not become Final, as required by the terms of the Settlement Agreement, for any other reason. In such event, and except as provided therein, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose.

19. **Use of Order Following Termination of Settlement.** This Order shall be of no force and effect if the Settlement does not become Final and shall not be construed or used as an

admission, concession, or declaration by or against Amazon of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs or the Settlement Class Members that their claims lack merit or that the relief requested in the Class Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or arguments it may have.

20. **Necessary Steps.** The Court authorizes the Parties to take all necessary and appropriate steps to implement the Settlement Agreement.

DONE and ORDERED this \_\_\_\_ day of July, 2019.

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JOHN E. STEELE  
SENIOR UNITED STATES DISTRICT  
JUDGE

## EXHIBIT “B”

## LONG FORM NOTICE

***A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM  
A LAWYER***

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

SHAWANA SANDERS and  
KENYATTA WILLIAMS,  
on their own and on behalf  
of all similarly situated individuals,

Plaintiffs,

v.

Global Radar Acquisition, LLC, d/b/a Global  
HR Research,

Defendant.

Civil Action No. 2:18-cv-555-UA-UAM

**NOTICE OF CLASS ACTION SETTLEMENT**

IF YOU APPLIED FOR WORK THROUGH A1 HR, CONTINUUM, OR ACCESSPOINT ON  
OR AFTER JULY 11, 2013 AND ON OR BEFORE JANUARY 11, 2019, YOU MAY BE  
ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A settlement has been proposed in a class action lawsuit brought under the Fair Credit Reporting Act (“FCRA”) against Global Radar Acquisition, LLC, doing business as Global HR Research (“**Global HR**” or the “**Defendant**”), on behalf of all natural persons residing in the United States, any U.S. territory, the District of Columbia, or Puerto Rico who were the subject of a consumer report furnished by Global HR for employment purposes to a client of A1 HR, Continuum, or Accesspoint between July 11, 2013 and January 11, 2019.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a Settlement Class Member, be bound by the Settlement, including the release of claims described below, and receive a cash payment of approximately \$117.25.
<b>OBJECT TO THE SETTLEMENT</b>	You can remain a Settlement Class Member, but write to the Court and explain why you don’t think the settlement is fair, reasonable, or adequate. This is called an objection. You must file your objection by [REDACTED]. More information relating to objections is found below, in Section 16.

<b>EXCLUDE YOURSELF ENTIRELY</b>	You can remove yourself from participation in this class action and not receive a benefit from this Settlement. However, you will retain any right to file a separate lawsuit against the Defendant. Your request to opt out of the settlement must be postmarked by [REDACTED].
--	--

— BASIC INFORMATION —

## 1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. Judge John E. Steele, of the United States District Court for the Middle District of Florida, is overseeing this class action. The case is known as *Sanders v. Global Radar Acquisition, LLC*, Case No. 2:18-cv-555-UA-UAM (the “**Lawsuit**”).

You are receiving this notice because you applied for work through A1 HR, Continuum, or Accesspoint and Defendant Global HR provided that potential employer a consumer report, commonly known as a background check, about you, making you eligible for a payment from the Settlement Fund.

## 2. WHAT IS THIS LAWSUIT ABOUT?

### *What the Plaintiffs Claimed*

Shawana Sanders and Kenyatta Williams (the “**Plaintiffs**” or “**Class Representatives**”) claim that the Defendant violated the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x (the “**FCRA**”) in connection with providing background checks to certain employers for those employers to use in their hiring processes. Specifically, the Plaintiffs contend that the Defendant violated the FCRA by providing certain reports without having first obtained certification from the employers that they would comply with certain sections of the FCRA in using those reports.

### *How the Defendant Responded*

The Defendant has denied all claims in the Lawsuit and contends that it acted lawfully and in compliance with the FCRA at all times. The Defendant has multiple defenses to the claims in the Lawsuit. Despite denying liability and wrongdoing, the Defendant has decided it is in its best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the litigation.

## 3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Class Representative” (in this case, Shawana Sanders and Kenyatta Williams) sue on behalf of other people who have similar claims. The group of people together is a “Class” or the “Class Members.” The person who sued is called the Plaintiff, or Class Representative. The company sued (in this case, Global HR) is called the Defendant. One

court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. Any judgment or settlement of the case resolves the claims for all people in the Class. The proposed Settlement in this case would fully and finally resolve, on the terms described below and in the Settlement Agreement, any claims you might have against the Defendant.

— PERSONS INVOLVED AND BENEFITS PROVIDED BY THE SETTLEMENT —

**4. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

You are a member of the Settlement Class and are affected by the settlement if the Defendant provided a background report about you to one of three companies for those companies to use in their hiring processes.

Specifically, for the purposes of settlement only, the Court has provisionally certified a “**Settlement Class**” defined as follows:

All natural persons residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a consumer report furnished by Global HR Research for employment purposes to A1 HR, Continuum, or Accesspoint between July 11, 2013 and January 11, 2019

If you fall within the foregoing Settlement Class definition, you will be a Settlement Class Member unless you exclude yourself from the Settlement Class.

**5. WHAT DOES THE SETTLEMENT PROVIDE?**

The Defendant has agreed to pay \$3,653,650 (the “**Settlement Fund**”) for the benefit of the Settlement Class, which funds will be used to make the payments to Settlement Class Members described below, to pay Plaintiffs’ attorneys’ fees and litigation expenses, and perhaps to pay the costs of administering the Settlement.

If the Court approves the Settlement, a check for your portion of the Settlement Fund (expected to be approximately \$117.25) will be mailed to you automatically and without you having to do anything.

**6. WHAT DO I HAVE TO DO TO RECEIVE MY PAYMENT?**

Nothing. The Settlement Administrator will mail you a check automatically about 35 days after the Court grants final approval to the Settlement. The Administrator will mail that check to the address available in Global HR’s files. If you have relocated since the time of your application, please update the Administrator with your new address. You can contact the administrator at the address below in Section 9 to let it know your address has changed.

## **7. WHEN WOULD I GET MY SETTLEMENT CHECK?**

The Settlement Administrator will begin issuing checks from the Settlement Fund after the Court approves the Settlement. The Court will hold a hearing on [REDACTED], 2019 to decide whether to approve the Settlement. If the Court approves the Settlement, there may then be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year after Court approval.

If there are no appeals, the Administrator will mail checks approximately 35 days after the Court grants final approval to the Settlement. Please keep a close eye on your mail.

## **THE RELEASE OF CLAIMS BY CLASS MEMBERS**

## **8. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot be part of any other lawsuit against the Defendant (or other parties released by the Settlement) about the legal claims in this case and legal claims that could have been brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to a "Release of Claims," stated below, which describes exactly the legal claims that you give up if you get settlement benefits. Basically, you are releasing your right to individually sue for certain violations of federal or state law.

The "Release" contained in the Settlement Agreement applies to:

Global Radar Acquisition, LLC d/b/a Global HR Research, f/k/a Radar Post-Closing Holding Company, Inc., f/k/a Global HR Research, Inc. and its current and former parents, subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns, and each of their respective present, former or future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above.

Those "Released Claims" are:

All class action and individual claims under 15 U.S.C. §§ 1681a–x (including against Defendant's insurers). Plaintiffs and all Class Members release their right to bring a class action or individual action as well as actual, statutory and punitive damages and any other remedy based upon such Released Claims.



## — EXCLUDING YOURSELF FROM THE SETTLEMENT —

If you want to reserve your right to sue the Defendant on your own for any actual damages relating to Defendant's provision of consumer reports about you, you must exclude yourself from participation in the Settlement. This precludes you from participating in the Settlement Fund, and you will not receive any payments from the Settlement Fund.

### 9. HOW DO I EXCLUDE MYSELF FROM PARTICIPATION IN THE SETTLEMENT?

You may "opt out" or exclude yourself from the Settlement as explained below.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [REDACTED], 2019, WILL NOT BE HONORED.

You cannot exclude yourself by telephone or by e-mail. You also cannot exclude yourself by mailing a request to any location other than that specified below or by mailing a request after the deadline. You also cannot exclude yourself as part of a group, aggregate, or class involving more than one person.

If you exclude yourself, you should promptly consult your own attorney about your rights as the time to file an individual lawsuit is limited.

To exclude yourself from the settlement, you must send a letter stating that you want to be excluded from the settlement of *Sanders v. Global Radar Acquisition*. Be sure to include: (1) the name of the Lawsuit, *Sanders v. Global Radar Acquisition*, Case No. 2:18-cv-555-UA-UAM (M.D. Fla.); (2) your full name, current address, telephone number, and last four digits of your Social Security Number; (3) a statement of intention to exclude yourself from the Settlement; and (4) your original signature. You must mail your Exclusion Request no later than [REDACTED], 2019 to:

**[Insert address]**

To be valid, your Exclusion Request must be postmarked by [REDACTED], 2019. This is also known as "opting-out" of the Settlement.

### 10. IF I EXCLUDE MYSELF FROM PARTICIPATION IN THE SETTLEMENT, CAN I SUE THE DEFENDANT LATER?

Yes. You may need to retain your own attorney, and you will be required to file a complaint in the appropriate court within the time provided by applicable statutes of limitations, and make the applicable evidentiary showing subject to the governing burdens of proof, before receiving any recovery with respect to your claim. The Defendant has not agreed to pay you any money if you pursue this route, and will be able to assert defenses to your claims. A judge or jury will decide whether you are in fact entitled to any actual damages.

**11. IF I EXCLUDE MYSELF FROM THE SETTLEMENT, WILL I RECEIVE ANY PAYMENT IN THE SETTLEMENT?**

No.

**12. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up the right to sue the Defendant and the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action to continue your own lawsuit. Remember, your Exclusion Request must be postmarked by [REDACTED], 2019.

— THOSE REPRESENTING YOU —

**13. DO I HAVE A LAWYER IN THE CASE?**

Yes. The Plaintiff retained (a) **Marc Edelman** of Morgan & Morgan, 201 N Franklin St, 7th Floor, Tampa, FL 33602; and (b) **Leonard A. Bennett and Craig C. Marchiando** of Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd 1A, Newport News, VA 23601, and the Court appointed them to represent you and the rest of the Settlement Class in connection with the preliminary approval of the settlement. Together, these attorneys are called “**Class Counsel**.” These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will ask the Court for an award of attorneys’ fees, which the Defendant has agreed to pay as part of the Settlement Fund, with Class Counsel requesting 33% of the Settlement Fund. However, the Court may ultimately award less than this amount. The requested 33% will also include Class Counsel’s costs and expenses incurred by them and by the Class Representatives in litigating this matter. The Defendant has paid for the costs of this notice to you and the costs of administering the settlement separately from the money paid into the Settlement Fund.

**15. ARE THE CLASS REPRESENTATIVES ENTITLED TO ANY ADDITIONAL PAYMENT?**

In addition to the monetary relief described above, Class Counsel will ask the Court to approve a payment to each of the Class Representatives of an amount not to exceed \$5,000 as an award for their efforts and time expended in prosecuting the Lawsuit. However, the Court may ultimately award less than this amount. Any payment will be made from the Settlement Fund.

— OBJECTING TO THE SETTLEMENT —

**16. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

If you are a Settlement Class Member, you can object to the Settlement if you do not think any part of the Settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the Settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the Settlement in *Sanders v. Global Radar Acquisition*. Be sure to include: (1) the name of the Lawsuit, *Sanders v. Global Radar Acquisition*, Case No. 2:18-cv-555-UA-UAM (M.D. Fla.); (2) your full name, current address, telephone number, and last four digits of your Social Security Number; (3) a detailed explanation of the reasons you object to the settlement and any papers in support of your position; and (4) signed verification of membership in the Settlement Class. Mail the foregoing to these three different places so that it is received no later than [REDACTED], 2019:

**COURT**

Clerk of the Court  
United States District Court  
2110 First Street  
Fort Myers, Florida 33901

**CLASS COUNSEL**

Leonard A. Bennett  
**CONSUMER LITIGATION  
ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd 1A  
Newport News, VA 23601

**DEFENSE COUNSEL**

Pamela Q. Devata  
**SEYFARTH SHAW LLP**  
233 S. Wacker Dr., Ste. 8000  
Chicago, IL 60606-6448

You must also file a statement with the Court that tells the Court the date that you also mailed or delivered copies of these papers to Class Counsel and Defense Counsel.

**17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you.

— THE COURT’S FAIRNESS HEARING —

**18. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

The Court will hold a fairness hearing on [REDACTED], 2019 at [REDACTED]:00 o’clock [REDACTED]m. in the courtroom of Judge John E. Steele, of the United States District Court for the Middle District of Florida, 2110 First Street, Fort Myers, Florida 33901. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Class Representative will be paid. After the hearing, the Court will decide whether to finally approve the Settlement.

#### **19. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense if you so desire. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **20. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *Sanders v. Global Radar Acquisition*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be sent to the Clerk of Court, Class Counsel, and Defense Counsel, at the three addresses previously provided in Section 16, and must be received by [REDACTED], 2019. You cannot speak at the hearing if you have excluded yourself.

#### **21. HOW DO I GET MORE INFORMATION?**

If you have questions about the case, you can call toll free (000) 000-0000 or write to:

**[Insert Address]**

## POSTCARD NOTICE

# COURT ORDERED NOTICE

*Sanders v. Global Radar  
Acquisition, LLC d/b/a  
Global HR Research*

## Class Action Notice

Opt Out Deadline:

XX/XX/XXXX

*Sanders v. Global HR Research*

c/o ADMINISTRATOR

ADDRESS

ADDRESS

FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
Permit#



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code



A settlement has been reached in a class action lawsuit, *Sanders v. Global Radar Acquisition, LLC d/b/a Global HR Research*, alleging a violation of the Fair Credit Reporting Act. Plaintiff claims that Defendant violated the FCRA by providing certain background reports without having first obtained certification from the employer who ordered the background report that the employer would comply with certain sections of the FCRA. Defendant vigorously denies that it violated any law, but has agreed to the Settlement to avoid the expenses associated with continuing the litigation. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement and "Long Form" Notice of Settlement, available at [www.URL.com](http://www.URL.com).

**Am I a Class Member?** Defendant's records indicate you are a Class Member because you applied for work through A1 HR, Continuum, or Accesspoint and Defendant furnished a background report on you between July 11, 2013 and January 11, 2019.

**What Can I Get?** If the Settlement is approved by the Court, you will receive money, unless you first opt out. Class Counsel estimates that payments are likely to be approximately \$117.25, but this is only an estimate.

**How Do I Get a Payment?** You are entitled to an automatic payment. You need simply wait and not exclude yourself from the Settlement Class and you will receive a payment.

**How Would I Exclude Myself?** You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator by **Date**. Your written notice must include: (1) the name of the lawsuit, *Sanders v. Global Radar Acquisition*, Case No. 2:18-cv-555; (2) your full name, current address, telephone number and last four digits of your Social Security Number; (3) a statement expressing your intent to exclude yourself from the Settlement; and (4) your original signature. If you exclude yourself, then you cannot receive a settlement payment, but you do not release any potential rights you may have relating to the legal issue in the lawsuit. You can also object. If you do not exclude yourself, then you or your lawyer can appear before the Court and object to the Settlement. Your written objection must be filed with the Court no later than **Date**. Specific instructions on how to object to or exclude yourself from the Settlement are available at [www.URL.com](http://www.URL.com).

**Who Represents Me?** The Court has appointed a team of lawyers from Morgan & Morgan and Consumer Litigation Associates, P.C. to serve as Class Counsel. They will petition to be paid legal fees from the settlement fund, and will also petition for their reasonable legal expenses in pursuing the lawsuit. But you may hire your own lawyer at your expense if you so choose.

**When Will the Court Consider the Settlement?** The Court will hold a final approval hearing on **DATE at TIME** at 2110 First Street, Fort Myers, Florida. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and the requested Class Representative payments.

**How Do I Get More Information?** For more information, go to [www.URL.com](http://www.URL.com), or contact the Settlement Administrator at 1-800-XXX-XXXX.