

NOTICE OF CLASS ACTION SETTLEMENT

Rotor v. Signature Consultants, LLC, et al.
Superior Court of the State of California, County of Santa Clara
Case No.: 18CV336219

If, at any time from October 12, 2013 through September 13, 2021, you applied for employment with SIGNATURE CONSULTANTS, LLC or SIGNATURE COMMERCIAL SOLUTIONS, LLC, and SIGNATURE CONSULTANTS, LLC or SIGNATURE COMMERCIAL SOLUTIONS, LLC 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 current and former employees or applicants for employment of Defendants in the United States on whom Defendants procured or caused to be procured a consumer report from October 12, 2013 through September 13, 2021.”
- Plaintiff in this class action, Lydia Wilson (“Plaintiff”) alleges that SIGNATURE CONSULTANTS, LLC and SIGNATURE COMMERCIAL SOLUTIONS, LLC (collectively, “Defendants” or “Signature”) 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 Summary of Rights under the Fair Credit Reporting Act, along with similar state law claims under the California Investigative Consumer Reporting Agencies Act, and the California Consumer Credit Reporting Agencies Act.
- Signature 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 Signature’s defenses.
- You have a number of options available to you:

DO NOTHING	By doing nothing, you will receive a share of the settlement proceeds, and you will give up any rights to sue Signature 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.
ASK TO BE EXCLUDED (OPT OUT)	Get out of this lawsuit. Get no benefits from the Settlement. Keep all your rights. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you will keep any rights you may have to sue Signature and the Released Parties separately about the same legal claims alleged in this lawsuit.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this Notice.

To opt out of or object to the Settlement, you must act by February 14, 2022.

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 current and former employees or applicants for employment of Defendants in the United States on whom Defendants procured or caused to be procured a consumer report from October 12, 2013 through September 13, 2021.”

You have received this Notice because Signature’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 Signature: (1) violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair Credit Reporting Act); (2) violation of 15 U.S.C. §§ 1681d(a)(1) and 1681g(c) (Fair Credit Reporting Act); (3) violation of California Civil Code § 1786 *et seq.* (Investigative Consumer Reporting Agencies Act); (4) violation of California Civil Code § 1785 *et seq.* (Consumer Credit Reporting Agencies Act); and (5) unfair competition (Business and Professions Code §§ 17200 *et seq.*). The class action lawsuit asserts claims for statutory damages, punitive damages, restitution, injunctive and equitable relief, and attorneys’ fees and costs.

Signature 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 Signature’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 Signature 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, Signature will pay \$323,128 (the Gross Settlement Amount) for: (a) Settlement Payments to Participating 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.

Participating Class Member Settlement Payments. After deductions from the Gross Settlement Amount for attorneys' fees and costs, the Service Payment to the Class Representative, and the Settlement Administration Costs, there will be a Net Settlement Amount. From the Net Settlement Amount, Defendant will make a payment (Settlement Payment) to each Class Member who does not opt out of the Settlement Class an equal *pro rata* share of the Net Settlement Amount. Any payments which are not cashed shall be transmitted to Legal Aid at Work, a 501(c)(3) nonprofit organization that provides civil legal services to the indigent.

While the precise amount of your Settlement Payment is not known at this time, if Defendant procured or caused to be procured a background check on you from October 12, 2013 through September 13, 2021, your estimated Settlement Payment is \$7.91.

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.

If Notice to a Class Member was returned as undeliverable, and if the Settlement Administrator cannot locate a valid address for a Class Member with reasonable efforts, the Class Member will not be mailed a check and the money that would have gone to that Class Member will be redistributed to the other Participating Class Members whose Notices were not returned as undeliverable.

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 Settlement Amount and 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 portion of the Net Settlement Amount. The costs of administering the Settlement are estimated to be \$55,000.

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 do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 7, below.

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

Upon the date of Final Approval, Plaintiff and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class, waive, release, discharge, and promise never to assert in any forum any and all claims against Defendants, their respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged in the Litigation or which could have been alleged based on the facts asserted in the Litigation. These claims include, but are not limited to: violations of 15 U.S.C. §§ 1681b(b)(2)(A); violations of 15 U.S.C. §§ 1681d(a)(1) and 1681g(c); violations of California *Civil Code* §§ 1786, *et seq.*; violations of California *Civil Code* §§ 1785, *et seq.*; and violations of *Business & Professions Code* §§ 17200, *et seq.* based on the foregoing facts and claims; and any other applicable provisions of state or federal law.

Upon the Date of Final Approval, Plaintiff also releases Defendants, and each of their respective past, present, and future parents, subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendants. However, Plaintiff is not releasing any claims arising after the execution of the Settlement Agreement or any claims unrelated to this case that were known to Defendants or the other released parties but not to Plaintiff.

Finally, upon the date of Final Approval, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California *Civil Code* section 1542, or any other similar provision under federal or state law.

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 February 14, 2022.

A Request for Exclusion is a letter or written request to the Settlement Administrator that includes: (1) your name; (2) your signature; and (3) the following statement, or something similar to: “I request to be excluded from the class action proceedings in the matter of *Rotor v. Signature Consultants, LLC, et al.*, Case No. 18CV336219, pending in the California Superior Court, County of Santa Clara.”

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 *Rotor v Signature Consultants, LLC, et al.*, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164.

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 a written objection to the Settlement Administrator postmarked by February 14, 2022 that includes: (1) your name; (2) your signature; (3) the reasons for the objection; (4) whether you intend to appear at the Final Approval Hearing; and (5) identification of the case: *Rotor v. Signature Consultants, LLC, et al.*, Case No. 18CV336219, pending in the California Superior Court, County of Santa Clara.

The Settlement Administrator shall forward copies of any written objections to Class Counsel and Defendant’s Counsel within three (3) days of receipt. 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.

However, even if you do not timely submit a written objection using the above procedure, you may still submit an objection directly to the Court by appearing at the Final Approval Hearing.

Class Members may appear at the final approval hearing either in person in the courtroom or by telephone via CourtCall. Class Members who wish to appear by CourtCall should contact class counsel at least three (3) days before the hearing if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting Class Member will be paid by Class Counsel.

The address for the Settlement Administrator is *Rotor v Signature Consultants, LLC, et al.*, c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164.

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

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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. 1 of the Santa Clara County Superior Court, 191 North First Street, San Jose, California 95113, on April 7, 2022, at 1:30 p.m. (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.SCsettlement.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 1-888-212-1151 or to Class Counsel at the addresses listed above in this Notice.

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