

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 Kevin McNulty, of the United States District Court for the District of New Jersey, is overseeing this class action. The case is known as *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*, No. 2:15-cv-03856-KM-MAH (the “**Lawsuit**”).

2. WHAT IS THIS LAWSUIT ABOUT?

What the Plaintiff Claimed

Angela Fuller (the “**Plaintiff**”) claims that the Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “**FCRA**”) in connection with obtaining employment-purpose consumer reports. Specifically, the Plaintiff contends that the Defendant violated sections 1681b(b)(2) (the “**Inadequate Disclosure**” Group) and 1681b(b)(3) (the “**Failure to Notify**” Group) of the FCRA by allegedly obtaining a consumer report for employment purposes using an inadequate written disclosure and by allegedly failing to properly follow all legally-required steps to properly notify the subjects of those reports that a report about them had been obtained, before notifying them that they were subject to an adverse employment action as a result of the reports, respectively. You are receiving this notice because you are a member of the Settlement Class.

How the Defendant Responded

The Defendant has denied all claims in the Lawsuit, filed a motion for judgment on the pleadings seeking full dismissal of the claims, and contends that it acted lawfully and in compliance with the FCRA at all times. 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 it.

WHO IS AFFECTED BY THE SETTLEMENT?

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

You are a member of the Settlement Class if you fit into one of the Groups below:

The 2 Year Inadequate Disclosure Group:

All natural persons residing within the United States and its territories regarding whom, from June 9, 2013 through April 28, 2016, Avis Budget Car Rental, LLC procured or caused to be procured a consumer report for employment purposes using a written disclosure containing language substantially similar in form to the Disclosure Form provided to Ms. Fuller.

The 3- to 5-Year Inadequate Disclosure Group:

All natural persons residing within the United States and its territories regarding whom, from June 9, 2010 through June 8, 2013, Avis Budget Car Rental, LLC procured or caused to be procured a consumer report for employment purposes using a written disclosure containing language substantially similar in form to the Disclosure Form provided to Ms. Fuller.

The 2-Year Failure to Notify Group:

All employees or applicants for employment with Defendants residing in the United States and its Territories who were the subject of a background report procured or caused by the procured from a consumer reporting agency by Avis Budget Car Rental, LLC, and to whom its records reflect that it directed Sterling InfoSystems, Inc. or Sterling’s

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predecessors or successors to provide, on its behalf, a pre-adverse action notice, from June 9, 2013 through April 28, 2016.

The 3- to 5-Year Failure to Notify Group:

All employees or applicants for employment with Defendants residing in the United States and its Territories who were the subject of a background report procured or caused by the procured from a consumer reporting agency by Avis Budget Car Rental, LLC and to whom its records reflect that it directed Sterling InfoSystems, Inc. or Sterling's predecessors or successors to provide, on its behalf, a pre-adverse action notice, from June 9, 2010 through June 8, 2013.

If you fall within one of the four Groups above, you will be a Settlement Class Member unless you exclude yourself from this lawsuit.

WHAT BENEFITS ARE PROVIDED?

4. WHAT DOES THE SETTLEMENT PROVIDE?

The Defendant has agreed to pay money (the "Settlement Fund") for the benefit of the Settlement Class. The Settlement provides for cash payments for Settlement Class Members. Each Member of the 2-Year Inadequate Disclosures and 2-Year Failure to Notify Classes will be entitled to a payment, made by check, in the following amounts:

Settlement Class	Cash Payment
2-Year Inadequate Disclosure	Estimated payment of \$45
2-Year Failure to Notify	Estimated payment of \$45, plus an additional estimated payment of \$650

The cash payments above are approximate because they will be determined after settlement administration costs are finalized.

Each Member of the 3- to 5-Year Inadequate Disclosure or 3- to 5-Year Failure to Notify Groups will be entitled to a \$20 weekday voucher toward a car rental from specified Avis brands. These Groups are not entitled to a cash payment under the Settlement Agreement because of litigation risks associated with the age of their claims.

HOW YOU GET SETTLEMENT BENEFITS

5. HOW CAN I GET A BENEFIT?

You do not need to do anything to receive a cash payment or non-cash benefit under this settlement. If the settlement is finally approved, you will automatically receive the appropriate cash payment or non-cash benefit, described above, unless you have excluded yourself from the Settlement Class. The check or voucher will be mailed to the address appearing in the Defendant's records. If your address has changed or is changing, you may contact the Settlement Administrator at the address listed at the bottom of this notice.

6. WHEN WOULD I GET MY SETTLEMENT BENEFIT?

The Court will hold a hearing on November 28, 2017 to decide whether to approve the settlement. If the Court approves the settlement after that, there may 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. Please be patient.

7. 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 Defendants (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 any violation of federal or state law based on the Defendant's conduct with respect to you.

If you do not exclude yourself from this Settlement, you are giving up all claims under the Fair Credit Reporting Act that were brought in this lawsuit or any similar claims that could have been brought in this lawsuit related to Defendants' use of a disclosure form to obtain permission to conduct a background check on you for employment purposes as well as Defendants' procurement and use of that background check.

The full text of the Release is set forth in Paragraph 4.2 of the Settlement Agreement, available at www.FullerFCRALitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want a benefit from this settlement, and do not want to object to the settlement, but you want to maintain your right to sue or continue to sue the Defendant on your own about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class. Opting out gives you the right to bring your own lawsuit but does not guarantee that your own lawsuit will be successful. You may "opt out" or exclude yourself from the settlement as explained below.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE OCTOBER 29, 2017 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 consumer.

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 complete the attached Exclusion Request, selecting "I am opting out" where indicated, or send a letter stating that you want to be excluded from the settlement of *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.* Be sure to include: (1) the name of this lawsuit, *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*, Civil Action No. 2:15-cv-03856-KM-MAH; (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 signature. You must mail your Exclusion Request so that it is postmarked no later than October 29, 2017 to: Fuller v Avis Settlement Administrator, Exclusion Request, P.O. Box 23648, Jacksonville, FL 32241-3648.

9. 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 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 October 29, 2017.

10. IF EXCLUDE MYSELF, CAN I GET ANY MONETARY BENEFIT FROM THE SETTLEMENT?

No.

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THOSE REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Plaintiff retained James A. Francis, John Soumilas, and Lauren KW Brennan of Francis & Mailman, P.C., 19th Floor, 100 S. Broad Street, Philadelphia, PA 19110, Micah Adkins of The Adkins Firm, P.C., 301 19th Street North, Suite 581, Birmingham, AL 35203, and Robert S. Sola of Robert S. Sola, P.C., 1500 SW First Avenue, Suite 800, Portland, OR 97201, to represent her.

In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other members of the Settlement Class. Together, the attorneys are called “**Class Counsel.**” These lawyers will not separately charge you for their work on the case. However, these lawyers cannot represent you if you opt-out of the case or wish to object to the settlement.

If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys’ fees, costs and expenses incurred in this matter. The Defendant will not oppose a request from Class Counsel for up to one third of the total value of the money to be paid to the Settlement Class and value of the vouchers. However, the Court may ultimately award less. The Defendant will pay Class Counsel as part of the Settlement Fund. The Defendant will pay up to \$40,000 of the costs of delivering this notice to you and administering the settlement. The rest of the costs will be paid from the Settlement Fund.

13. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?

The Plaintiff will ask the Court to approve a payment of an amount not to exceed \$15,000 total as an individual settlement and service award for her efforts and time expended in prosecuting this case. However, the Court may ultimately award less than this amount.

OBJECTING TO THE SETTLEMENT

14. 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 *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.* Be sure to include: (1) the name of this lawsuit, *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*, Civil Action No. 2:15-cv-03856-KM-MAH; (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 postmarked by November 5, 2017:

<u>COURT</u>	<u>CLASS COUNSEL</u>	<u>DEFENSE COUNSEL</u>
Clerk of the Court United States District Court District of New Jersey – Newark Division Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101	James A. Francis Francis & Mailman, P.C. 100 S. Broad Street, 19th Floor Philadelphia, PA 19110	William Simmons Littler Mendelson, P.C. Three Parkway, 1601 Cherry Street, Suite 1400 Philadelphia, PA 19102-1321

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.

Questions? Visit www.FullerFCRALitigation.com Call (888) 755-4360 Toll Free or email Info@FullerFCRALitigation.com

There are additional requirements necessary for your attorney if you retain one. These are available as stated in the Settlement Agreement and Preliminary Approval Order.

15. 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 this settlement because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

16. 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 November 28, 2017 in Courtroom 4 at 10:00 a.m. at the Frank Lautenberg Post Office and Courthouse, 2 Federal Square, Newark, NJ 07102. 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 Plaintiff will be paid. After the hearing, the Court will decide whether to finally approve the settlement.

17. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any question 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.

18. 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 Intention to Appear in *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of Court, Class Counsel, and Defense Counsel, at the three addresses previously provided in Section 14, and must be received by November 5, 2017. You cannot speak at the hearing if you have excluded yourself.

If you have questions about the case, you can call toll free (888) 755-4360 or write to: Settlement Administrator, *Fuller v. Avis Settlement*, P.O. Box 23648, Jacksonville, FL 32241-3648.

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR THE DEFENDANT
REGARDING THIS SETTLEMENT.**

19. HOW DO I GET MORE INFORMATION?

If you have questions about the case, you can call toll free (888) 755-4360 or write to: Settlement Administrator, *Fuller v. Avis Settlement*, P.O. Box 23648, Jacksonville, FL 32241-3648.

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR THE DEFENDANT
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Exclusion Request – Fuller v. Avis Settlement Administrator
Receive No Settlement Benefits

(If you choose this option, you will not receive a settlement check)

To exclude yourself from the settlement, you must complete the attached Exclusion Request, selecting “I am opting out” where indicated, or send a letter stating that you want to be excluded from the settlement of the *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.* case. Be sure to include: (1) the name of this lawsuit, *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*, Civil Action No. 2:15-cv-03856-KM-MAH; (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 signature.

You must mail your Exclusion Request so that it is postmarked no later than October 29, 2017 to:

Exclusion Requests – *Fuller v. Avis* Settlement

P.O. Box 23648

Jacksonville, FL 32241-3648

Exclusion Request – *Fuller v. Avis* Settlement Administrator

FILL OUT AND RETURN THIS FORM **ONLY** IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU DO NOT NEED TO RETURN THIS FORM.

_____ (Initial or check the line in the affirmative) I am opting out of the settlement in *Fuller v. Avis Budget Car Rental, LLC and Avis Budget Group, Inc.*, Civil Action No. 2:15-cv-03856 (KM-MAH). I understand that by opting out of the settlement I will receive no cash payment or voucher as a result of the settlement.

Full Name: _____

Current Address: _____

Phone Number: _____

Last Four Digits of SSN: _____

Signature: _____