

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

**ANGIE SIMONS,** )  
**Individually and on behalf of all others** )

**Plaintiff,** )

**vs.** )

**AEGIS COMMUNICATIONS GROUP,** )  
**LLC,** )

**Defendant.** )

**Case No. 2:14-cv-04012-NKL**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made this 11 day of August, 2014, by and between Plaintiff Angie Simons on behalf of herself and the Class Members as defined herein, and Defendant Aegis Communications Group, LLC now known as Aegis U.S.A., Inc. (collectively, “Aegis”), subject to Court approval.

**I. DEFINITIONS**

**Agreement or Settlement Agreement:** This Settlement Agreement including any and all exhibits hereto.

**Claims:** The term “Claims” as used herein means any and all claims or causes of action asserted, or that could have been asserted by Plaintiff in this Litigation, on behalf of herself and any other individuals, known and unknown, related to the procurement or use of any background check (including consumer reports) in connection with employment at Aegis, its affiliates, subsidiaries, successors and assigns, related parties, officers, directors, employees, and agents; including but not limited to all claims under the FCRA and all comparable federal, state, and local laws.

**Claims Period:** The period between December 3, 2011 and April 15, 2014.

**Class Counsel:** C. Jason Brown and Jayson A. Watkins, Brown & Associates LLC, 301 S. U.S. 169 Hwy, Gower, Missouri 64454.

**Class or Class Members:** All collective members of the Disclosure Class and the Pre-Adverse Action Class as defined herein.

**Complaint:** The Amended Complaint filed by Plaintiff Angie Simons, on behalf of herself and all other individuals similarly situated, on April 25, 2013, and the Complaint filed on December 3, 2013 in the Circuit Court of Cole County to the extent not superseded by the Amended Complaint.

**Court:** The United States District Court for the Western District of Missouri, Central Division.

**Defendant:** Aegis Communications Group, LLC, the named Defendant in Plaintiff's Complaint, which is now known as Aegis U.S.A., Inc.

**Defense Counsel:** Jeffrey M. Place and Uzo N. Nwonwu, Littler Mendelson, P.C., 1201 Walnut Street, Suite 1450, Kansas City, Missouri 64106.

**Disclosure Class or Disclosure Class Members:** All applicants and/or employees of Aegis, during the Claims Period, from whom Aegis obtained written consent, using a Consumer Disclosure and Authorization Form, to conduct a background check and upon whom Aegis subsequently obtained a background check subject to the consent, who are not members of the Pre-Adverse Action Class. The claims of these Class Members are encompassed by 15 U.S.C. § 1681b(b)(2)(A)(ii) as alleged in Counts II and III of the Complaint.

**Incentive Award:** The amount of money to be paid to Plaintiff from the Settlement Fund as set forth in Section V.A below.

**Litigation:** The lawsuit that Plaintiff filed on December 3, 2013 in the Circuit Court of Cole County, which Defendant removed to this Court on January 15, 2014, and which is currently pending in this Court entitled *Simons v. Aegis Communications Group, LLC*, Case No. 2:14-cv-04012-NKL.

**Pre-Adverse Action Class or Pre-Adverse Class Members:** All applicants and/or employees of Aegis in the United States, during the Claims Period, who were the subject of a consumer report that may have been used by Aegis, in whole or in part, to make an adverse employment decision regarding such applicant or employee for whom Aegis allegedly did not provide that applicant or employee a copy of their consumer report, a copy of the FCRA summary of rights, and a reasonable period of time before it took the adverse employment action. The claims of these Class Members are encompassed by 15 U.S.C. § 1681b(b)(3)(A) as alleged in Count I of the Complaint.

**The Parties:** The Parties are Plaintiff Angie Simons and Defendant Aegis.

**Plaintiff:** Angie Simons.

**Settlement Administrator:** The firm, person, or entity selected by the Parties, which will be responsible for administering the settlement notice and payments, and related matters set forth within this Agreement.

**Settlement Amount:** The amount of money to be paid to each individual Class Member.

**Settlement Fund:** The total amount of money, in the amount of Eight Hundred Seventy Four Thousand Six Hundred Dollars and No Cents (\$874,600.00), for the purpose of paying the Settlement Amount to the Disclosure Class and the Pre-Adverse Class, Class Counsel, the Incentive Award, and the Settlement Administrator, in accordance with the terms of this Agreement.

## **II. FACTUAL RECITATIONS**

WHEREAS on December 3, 2013, Plaintiff filed the Litigation which alleges that Defendant obtained a consumer report and used said consumer report to take adverse employment action against Plaintiff and the members of the Pre-Adverse Action Class without providing them with a copy of the report, a reasonable time to cure any inaccuracies in the consumer report, and a written description of their rights in accordance with the FCRA prior to taking the adverse employment action, all in willful violation of 15 U.S.C. § 1681b(b)(3)(A) of the FCRA;

WHEREAS Plaintiff further alleges in the Litigation that Defendant violated the FCRA by using a disclosure form that contains extraneous information other than the authorization and thus, procured consumer reports relating to Plaintiff and the members of the Disclosure Class without proper authorization, in willful violation of 15 U.S.C. § 1681b(b)(2)(A)(i) of the FCRA;

WHEREAS Plaintiff seeks to recover statutory damages in the amount of \$1,000 per violation, as well as punitive damages, and attorneys' fees and costs for the alleged FCRA violations;

WHEREAS Defendant denies Plaintiff's claims of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Litigation and specifically asserts that it, in good faith, complied with the provisions of the FCRA and other applicable laws;

WHEREAS, notwithstanding the denial of wrongdoing, Defendant has determined that it is desirable and beneficial to the company that the Litigation be settled in the manner and on the terms and conditions set forth in this stipulation to avoid protracted and expensive litigation, given the uncertainty and risks inherent in any litigation; and

WHEREUPON the Parties have agreed to the terms of this Agreement after arms-length negotiations by the Parties with representation of counsel. This Agreement contemplates: (1) the entry of an Order by the Court approving the settlement and granting monetary relief to Class Members and Class Counsel as set forth in this Agreement; (2) the entry of judgment and Dismissal of the Complaint and the Litigation with prejudice; and (3) the discharge of Defendant's liability for any claims raised in the Litigation and as described herein.

### **III. SETTLEMENT AND RELEASE**

#### **A. Settlement Fund**

In exchange for a full and complete release of claims as set forth in this Agreement, Defendant agrees to pay the gross total amount of Eight Hundred Seventy Four Thousand Six Hundred Dollars and No Cents (\$874,600.00) to settle the claims set forth in the Litigation by the Complaint. Defendant shall deposit the Settlement Fund into an escrow account as mutually agreed upon by the Parties within sixty (60) calendar days of the Court's preliminary approval of the Settlement. The Parties agree that each class member shall receive the following from the Settlement Fund:

- **Disclosure Class:** Each member of the Disclosure Class, who is not also a member of the Pre-Adverse Action Class, shall receive a gross sum of Thirty-Five Dollars and No Cents (\$35.00) from which Class Counsel's attorneys' fees and costs, the Settlement Administrator's costs and fees, and the Incentive Award shall be deducted.
- **Pre-Adverse Action Class:** Each member of the Pre-Adverse Action Class shall receive a gross sum of Two Hundred Twelve Dollars and Fifty Cents (\$212.50) from which Class Counsel's attorneys' fees and costs, the Settlement

Administrator's costs and fees, and the Incentive Award shall be deducted.

**B. Release**

Upon final approval of the Settlement by the Court at the final Settlement Hearing, Plaintiff shall take all action necessary to dismiss the Litigation with prejudice in its entirety.

The Parties acknowledge and agree that this settlement is a final and binding resolution of all disputes between the Parties including unasserted claims that could have been alleged by Plaintiff and/or any Class Member in the Litigation regarding background checks and/or consumer reports. Plaintiff and each member of the Disclosure Class and the Pre-Adverse Action Class shall, by accepting payment under this Agreement, release all claims against Aegis, its affiliates, subsidiaries, successors and assigns, related parties, directors, employees, attorneys, agents, vendors, suppliers, contractors, and clients, known and unknown, related to the procurement or use of any background check (including consumer reports) in connection with any prospective, current, or former employment at Aegis, its affiliates, subsidiaries, successors and assigns, related parties, directors, employees, attorneys, and agents; including but not limited to all claims under the FCRA and all comparable federal, state, and local laws.

The Parties agree that neither party shall issue a press release regarding the Lawsuit and Settlement without the express and mutual consent of the other party.

**IV. APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall work in good faith to obtain Court approval of, and implement this Agreement. The Parties agree to the following:

**A. Court Approval**

Promptly after execution of this Agreement, Class Counsel and Defense Counsel shall

submit to the Court a Joint Motion for Preliminary Approval of Class Action Settlement, to obtain Court Approval of the settlement. The Parties acknowledge and agree that the Court's refusal to either preliminarily or finally approve the settlement agreement between the Parties gives either party the option to terminate this Agreement.

**B. Certification of the Class**

For purposes of effectuating the settlement of the Litigation only, the Parties agree to jointly request that the Court certify a nationwide Preliminary Settlement Class consisting of the Disclosure Class Members and the Pre-Adverse Action Class Members as defined in this Agreement. The Parties agree that should the Court deny certification for settlement purposes, Defendant is not precluded from challenging class certification in this litigation. The Parties further acknowledge and agree that Defendant shall have the right to terminate the Agreement if more than ten percent (10%) of either the Disclosure Class or the Pre-Adverse Action Class opts out of the class.

**V. SETTLEMENT PAYMENT PROCEDURES**

**A. General Settlement Process**

Upon Court approval, the Settlement Fund will be subject to a deduction for attorneys' fees and litigation costs incurred by Class Counsel in the total amount of Two Hundred Eighty Eight Thousand, Six Hundred Eighteen Dollars and No Cents (\$288,618.00), thirty-three (33%) of the Settlement Fund, which Defendant has agreed not to oppose. The Settlement Fund will also be subject to a deduction for the costs and fees incurred in the administration of the settlement upon approval by the Court in the total amount of approximately \$80,000. The fund will further be subject to an incentive award to Plaintiff, Angie Simons, in the amount of Four Thousand Dollars and No Cents (\$4,000.00), ("Incentive Award") as the representative of the Class Members. With these deductions, a net balance of \$501,982 will be available for

distribution to Class members pursuant to the claims procedures outlined in this Agreement.

**B. Attorneys' Fees and Costs**

Class Counsel will deduct its attorneys' fees and reimbursement for litigation costs from the Settlement Fund in the total amount of Two Hundred Eighty Eight Thousand, Six Hundred Eighteen Dollars and No Cents (\$288,618.00), thirty-three (33%) of the Settlement Fund. Aegis has agreed not to oppose said deduction for attorneys' fees and costs. Attorneys' fees and costs to Class Counsel are approved under 15 U.S.C. § 1681n(a)(3). The parties agree that the Court's refusal to approve the request by Class Counsel for attorneys' fees and costs shall not be grounds for terminating this Agreement. Rather, in the event of the Court's refusal of Class Counsel's deduction for attorneys' fees and costs, the Parties have agreed to work together in good faith to resolve any concerns raised by the Court. Aegis shall direct the Settlement Administrator to segregate and hold the total amount of the Court-ordered fees and costs to Class Counsel no later than thirty (30) days after the Court's preliminary approval of the settlement until the Court gives final approval to the Parties' settlement.

**C. Costs and Fees for Administration of Settlement**

The Parties agree to communicate in good faith to select a third party administrator that is mutually agreeable to both Plaintiff and Defendant. The Settlement Administrator shall be responsible for administering the Settlement Fund.

No later than thirty (30) days following the Court's preliminary approval of the settlement, Aegis shall tender the total amount of \$80,000, to be deducted from the Settlement Fund to the Settlement Administrator as the fees and costs of administering the settlement.

**D. Apportionment of the Settlement Fund**

Not later than thirty (30) days following the Court's preliminary approval of the settlement, Aegis shall provide the Settlement Administrator with a list of names and last known

addresses of all Class Members as well as a Notice agreed upon by the Parties. The Settlement Administrator, upon receiving the class list, shall mail to each member of the Disclosure Class and each member of the Pre-Adverse Action Class, by first class mail, the notice of the Litigation and Settlement. This notice shall be in a form approved by Class Counsel and Defense Counsel and shall inform the Class Members that they are either a member of the disclosure Class or the Pre-Adverse Action Class, that a settlement has been approved by the Court, and that the Class Member may opt out of the Class if he or she so desires. All Class Members who do not opt out of the Class or object to the settlement within forty-five (45) days from the date on the settlement notice shall be considered Class Members bound by the terms of the Settlement Agreement. No later than seven (7) business days after the deadline to opt out or object to the settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of all persons who have properly opted out of the Class.

Within forty-five (45) days after final approval of the Settlement by the Court, Aegis will mail or cause to be mailed to each Class Member, a check for the net Settlement Amount due to each Class Member. Should any settlement checks be returned as undeliverable, Class Counsel, at their own expense, shall run a skip trace in an attempt to locate the missing Class Members. The sum of any checks that are thereafter returned as undeliverable after the attempt to locate missing class members shall be distributed to U.S. Committee for Refugees and Immigrants. Should any funds remain of the Settlement Fund three hundred sixty-five (365) days after the distribution of the Settlement Amounts, due to delivered but uncashed checks, such remainder shall revert back to Aegis.

**E. Maximum Claims Liability**

Under no circumstance shall Aegis be required to pay in excess of Eight Hundred Seventy Four Thousand Six Hundred Dollars and No Cents (\$874,600.00) pursuant to the terms

of this Settlement Agreement, to settle the claims in the Litigation on behalf of Plaintiff and the Class Members, inclusive of attorneys' fees and costs, the Settlement Administrator's fees, and the Incentive Award to Plaintiff.

## **VI. FINAL APPROVAL, JUDGMENT, AND DISMISSAL**

Upon final approval of the Settlement Agreement, a Judgment and Dismissal with Prejudice on Approval of Settlement Agreement (the "Judgment and Dismissal") shall be entered in the Litigation.

## **VII. LIMITATIONS ON USE OF THE SETTLEMENT**

### **A. No Admission of Fault**

Neither the acceptance by Aegis of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed as or deemed to be legal evidence of an admission by Aegis of the representative character of the Litigation, the validity of any of the claims that were or could have been asserted by any of the Class Members in the Litigation, or the liability of Aegis in the Litigation. Aegis specifically denies all wrongdoing and liability against it arising out of all conduct, statements, or omissions alleged in the Complaint.

### **B. No Use as Evidence**

Neither this Settlement Agreement nor any of its terms shall be offered or received into evidence in the Litigation, or in any other action or proceeding; provided, however, that nothing contained in this Section shall prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

### **C. No Collateral Attack**

This Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Judgment and Dismissal is entered. Such prohibited collateral attacks shall include claims that a Disclosure Class Member's and/or a Pre-Adverse

Class Member's Settlement Amount was improperly calculated or adjusted, or that the Class Member failed to timely receive Class Notice, or for any other related reasons. All Class Members shall be enjoined from pursuing and/or seeking to reopen claims of any type based upon the conduct alleged in the Complaint and released herein.

## **VIII. GENERAL PROVISIONS**

### **A. Amendments**

The terms and provision of this Settlement Agreement may be amended only by a written agreement that is both: (1) signed by the Parties to this Agreement; and (2) approved by the Court.

### **B. Assignment**

None of the rights, commitments, or obligations recognized under this Settlement Agreement may be assigned by any party or Class Member without the express written consent of each other party hereto. The representations, warranties, covenants, and agreements contained in this Settlement Agreement are for the sole benefit of the Parties and the Class Members under this Settlement Agreement, and shall not be construed to confer any right or to avail any remedy to any other person or entity.

### **C. Governing Law**

This Agreement shall be governed by, construed, and interpreted, and the rights of the Parties determined in accordance with federal law. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

### **D. Entire Agreement**

This Settlement Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. In case of any conflict between text contained in

this Settlement Agreement and text contained in any other documents, the text within this Settlement Agreement shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement incorporates the provisions in the Settlement Term Sheet the Parties signed on April 15, 2014 and supersedes all agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

**E. Waiver of Compliance**

Any failure of any party hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the party or Parties hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

**F. Representation by Counsel**

The Parties acknowledge that they have been represented by counsel throughout the negotiations which preceded the execution of this Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel.

**G. Continuing Jurisdiction**

Except as otherwise provided in this Agreement, the United States District Court for the Western District of Missouri, shall have the sole and continuing jurisdiction to construe, interpret, and enforce the provisions of this Settlement Agreement, to supervise the administration and distribution of the Settlement Fund, and to hear and adjudicate any dispute or litigation arising from alleged breaches of this Settlement Agreement.

**H. No Other Attorneys' Fees, Costs, and Expenses**

Except as otherwise provided herein, the Parties shall bear the responsibility for their attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of this Litigation and shall not seek reimbursement thereof from the other party to this Settlement Agreement. Notwithstanding the foregoing, the Parties reserve the right to seek attorneys' fees for enforcing breaches of this Settlement Agreement in accordance with applicable law.

**I. Counterparts**

This Settlement Agreement, and any amendments hereto, may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Settlement Agreement or any counterpart hereof to produce or account for any of the other counterparts.

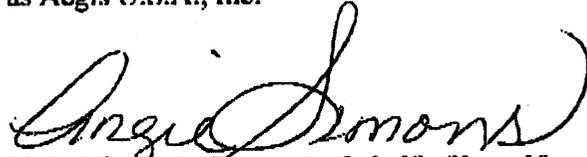
(SIGNATURE PAGE FOLLOWS)

Date

On Behalf of Defendant Aegis  
Communications Group, LLC now known  
as Aegis U.S.A., Inc.

8-11-14

Date

  
Plaintiff, Angie Simons on behalf of herself,  
the Disclosure Class Members, and the  
Pre-Adverse Class Members

APPROVED AS TO FORM AND CONTENT:

Date 8.11.14

  
C. Jason Brown #49952  
Jayson A. Watkins #61434  
BROWN & ASSOCIATES, LLC  
301 S. US 169 Hwy  
Gower, MO 64454  
Telephone: 816.505.4529  
Facsimile: 816-424-1337  
[brown@brownandwatkins.com](mailto:brown@brownandwatkins.com)  
[Watkins@brownandwatkins.com](mailto:Watkins@brownandwatkins.com)

ATTORNEYS FOR PLAINTIFF

Date

Jeffrey M. Place #47811  
Uzo N. Nwonwu #59713  
LITTLER MENDELSON, P.C.  
1201 Walnut Street, Suite 1450  
Kansas City, MO 64106  
Telephone: 816.627.4400  
Facsimile: 816-627-4444  
[jplace@littler.com](mailto:jplace@littler.com)  
[unwonwu@littler.com](mailto:unwonwu@littler.com)

ATTORNEYS FOR DEFENDANT

Firmwide:126793606.1 054973.1005

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI

**If you authorized Aegis Communications Group, LLC (now known as Aegis U.S.A., Inc.) to obtain a background check on you for employment purposes between December 3, 2011 and April 15, 2014, then you are entitled to receive compensation from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

*Your legal rights will be affected whether you act or do not act.  
Please read this notice carefully.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a settlement payment if the Court approves the settlement as long as we have a valid address on record for you or are able to locate one.
<b>EXCLUDE YOURSELF</b>	Get no payment. You will not participate in the settlement. This is the only option that allows you to ever be part of any other lawsuit against Aegis about the legal claims raised in this case.
<b>OBJECT</b>	Write to the Court about why you don't believe the settlement is fair. The Court will consider the objections in deciding whether to approve the settlement. If the settlement is nevertheless approved, you will not be able to sue Aegis for claims related to Aegis' employment background check on you during your application or employment with Aegis.
<b>GO TO A HEARING</b>	Ask to speak in Court in Jefferson City, Missouri about the fairness of the settlement. The Court will consider your comments in deciding whether to approve the settlement. If the settlement is nevertheless approved, you will not be able to sue Aegis for claims related to Aegis' employment background check on you during your application or employment with Aegis.

***This notice explains your rights and options and the deadlines to exercise them.***

- In December 2013, Angie Simons filed a class action lawsuit alleging that Aegis Communications Group, LLC ("Aegis") violated applicants' and employees' rights under the Fair Credit Reporting Act ("FCRA") by subjecting them to an adverse employment action because of information contained in a background check without first providing them a copy of their background check and a summary of their rights under the FCRA. Simons has also contended that

Aegis violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA.

- Aegis denies that it violated the Fair Credit Reporting Act. However, in order to settle this lawsuit, it has agreed to:
  - Establish a total Settlement Fund in the amount of \$874,600.00 to:
    - compensate applicants and/or employees whose rights Plaintiff Angie Simons has alleged were violated in her Complaint;
    - compensate Angie Simons for the service that she has performed in bringing this lawsuit on behalf of herself and the class;
    - pay for administering the settlement; and
    - compensate the plaintiff's lawyers for their costs, expenses, and reasonable attorneys' fees.
- The Court in charge of this case has to first decide whether to approve the settlement. Settlement Funds will be distributed if the Court approves the settlement and after any appeals are resolved. The approval process may take several months.

## BASIC INFORMATION

### 1. What is this lawsuit about?

This lawsuit alleges that Aegis violated the FCRA by using background check reports obtained from a third-party vendor to deny job applicants employment or take other adverse action against them without first providing them a written copy of their report and a summary of their rights under the FCRA. Simons has also contended that Aegis violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA in 15 U.S.C. § 1681b(b)(2). You are receiving this notice because you were among the group of applicants on whose behalf Simons alleges Aegis provided a disclosure form that did not comply with the FCRA.

### 2. Why is this a class action?

In a class action, one or more people called Class Representatives sue as representatives of a larger group of people with similar legal claims. Together, they are called a "Class." Individuals in the Class are called "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Court Judge Nanette K. Laughrey is in charge of this class action.

### 3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or in favor of Aegis. There has been no trial or other ruling on the claims of the Class or Plaintiff, and this

proposed settlement should not be construed as an admission of liability or wrongdoing on the part of Aegis. Instead, both sides have agreed to a proposed settlement to avoid further litigation. The proposed settlement would provide affected Class Members compensation for their claims and avoid the costs, delays, and uncertainties of further litigation and a trial. The named plaintiff, Angie Simons and her attorneys think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am in the settlement?

You are receiving this notice because records show that you authorized Aegis to conduct a background check on you for employment purposes between December 3, 2011 and April 15, 2014 by signing (electronically or otherwise) a form titled Consumer Disclosure and Authorization Form and Aegis conducted a background check on you based on that authorization. You are a member of the Disclosure Class.

**If you are receiving this notice, you will receive a payment from the settlement should the Court approve the settlement provided we have a valid address on record for you or are able to locate one.**

## THE SETTLEMENT BENEFITS — WHAT YOU GET

### 5. What benefits does the settlement provide to Class Members?

Subject to the Court's approval, each Class Member in this settlement class who does not exclude himself or herself from this settlement will be eligible to receive a settlement payment.

Disclosure Class Members who do not exclude themselves from the Class are entitled to receive a gross sum of \$33.00, from which attorneys' fees, settlement fund administration costs, and certain other amounts will be deducted. Net payments after deductions will be approximately \$19.00 for each Disclosure Class Member. There are 19,662 individuals in the Disclosure Class.

In addition to the settlement payment available to each Class Member, Class Counsel will ask the Court to approve a payment of \$4,000 from the Settlement Fund to be paid to the Named Plaintiff, Angie Simons. If the Court approves Class Counsel's request, this additional payment would compensate Angie Simons for (a) her time and effort and assistance to Class Counsel in initiating and litigating this case; (b) the broader individual waiver of claims she is being required to make; and (c) her assumption of the risks and potential liability related to being a named plaintiff, including the potential liability for Aegis's taxable legal costs.

The amount of this additional payment to Angie Simons, as well as all reasonable attorneys' fees, costs, and expenses, and the cost of administering this settlement,

will be deducted from the gross sum to which each Disclosure Class Member is entitled. You will receive a net payment in an amount to be determined after the deductions are applied to the gross sum to which you are entitled.

## HOW YOU GET A SETTLEMENT PAYMENT

### 6. How can I get a settlement payment?

**You do not need to take any action to qualify for a payment.** Upon final approval by the Court, you will receive a settlement check with the net settlement amount due to you, provided that you have not opted out of the Class and we have a valid address or are able to locate one for you. By not taking any action and receiving a settlement payment, you will be bound by the judgment if the Court fully and finally approves the settlement, regardless of whether you cash the settlement check or not.

### 7. When will I get an award?

The Court will hold a hearing on **DATE \_\_\_, 2014**, at **XX:XX**, to decide whether to approve the settlement. If Judge Laughrey approves the settlement after the hearing and there are no appeals, payments should be received within 45-60 days of the hearing. If there are appeals, resolving them could take time, perhaps more than a year. If there are no appeals, payment will be much quicker. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 8. If I want to get out of the settlement, what do I do?

If you want to keep the right to sue Aegis on your own about the legal issues in this case then you must take steps to get out. This is called “excluding” yourself — or is sometimes referred to as “opting out” of the Settlement Class.

To exclude yourself from the settlement, you must mail a signed letter stating:

“I am requesting to be excluded from the class monetary settlement. I understand that I will receive no money from the settlement.”

The letter must contain your name, address, and signature. Your letter must be sent to the Settlement Administrator at the address below and postmarked no later than **DATE \_\_\_, 2014**:

**SETTLEMENT ADMINISTRATOR**

Aegis FCRA Settlement

c/o NAME.  
ADDRESS

If you timely mail a letter requesting to exclude yourself from the settlement within the 45 day time limit, you **will** be excluded from the settlement, **you will not get any settlement award**, and you **cannot** object to the Settlement, but you will not be legally bound by anything that happens in this lawsuit.

9. What am I giving up to get an award or stay in the Class?

Unless you exclude yourself, you are staying in the Class and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Aegis about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. By not excluding yourself from the Class, you are waiving any right to pursue a claim, including potential state law claims, against Aegis arising out of Aegis's background checking procedures between December 3, 2011 and April 15, 2014.

## THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has appointed the law firm of Brown & Associates LLC, in Missouri to represent you and the other Class Members. These lawyers are called Class Counsel.

11. How will the lawyers be paid?

You will not be personally charged to be represented by Class Counsel. Instead, Class Counsel will be paid out of the Settlement Funds. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of \$288,618 from the Settlement Funds to compensate them for their attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the settlement. Aegis has agreed not to oppose Class Counsel's request to pay these amounts. It will be up to the Court to determine the amount of fees and expenses to be paid to Class Counsel.

## OBJECTING TO THE SETTLEMENT

You have the legal right to inform the Court that you do not believe the proposed settlement is fair.

12. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't believe that any part of it is fair. You must give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter, which must be postmarked no later than **DATE \_\_\_, 2014**, to the three addresses below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court Western District of Missouri <b>Attn: Aegis</b> <b>FCRA Case, No. 13cv4138</b> United States Courthouse 80 Lafayette Street Jefferson City, MO 65101	C. Jason Brown Brown & Associates LLC <b>Attn: Aegis</b> <b>FCRA Case, No. 14cv4012</b> 301 S. U.S. 169 Hwy Gower, MO 64454	Jeffrey M. Place Littler Mendelson, P.C. <b>Attn: Aegis</b> <b>FCRA Case, No. 14cv4012</b> 1201 Walnut, Suite 1450 Kansas City, MO 64106

If you choose to object to the settlement, your objection must be in writing and must be signed by you. It must be specific about your reasons for objecting to the settlement. It must also include: (a) your full name and current address, and (b) a clear description of the basis for your objection.

**13. What's the difference between Objecting and Excluding?**

Objecting is simply telling the Court that you don't believe the settlement is fair. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. If you would like to attend, you are responsible for your own travel costs and expenses.

**14. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing on **DATE \_\_\_ 2014**, at **XX:XX**, at the United States District Court for the Western District of Missouri, United States Courthouse, 80 Lafayette Street Jefferson City, Missouri 65101, in Courtroom 4112. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement and how much to pay Class Counsel. We do not know how long this decision will take.

**15. Do I have to come to the hearing?**

No. But you are welcome to come at your own expense. If you send an objection, you don't 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 get your own lawyer to attend, but it is not necessary. You may ask the Court to speak at the Fairness Hearing. To request to speak or to appear through a lawyer, you must send a letter indicating your "Notice of Intent to Appear in Aegis FCRA Litigation." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **DATE \_\_\_, 2014** and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses set forth in question 13, above. You cannot speak at the hearing or appear through a lawyer if you excluded yourself.

**16. What happens if the settlement is not approved?**

If the settlement is not approved by the Court, then it will be voided, no money will be paid and the case will continue to be litigated. If that happens, there is no assurance that: (a) the case will proceed as a class action; (b) any decision at trial would be in favor of the Class Members; (c) any trial or other ruling favorable to the Class would be as favorable to the Class Members as this settlement; or (d) any trial or other ruling favorable to the Class would be upheld if there are appeals.

## **GETTING MORE INFORMATION**

**17. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel:

Brown & Associates LLC  
301 S. US 169 Hwy  
Gower, MO 64454  
(816) 505-4529

**18. What should I do if I move or change my contact information?**

If you do not keep Class Counsel informed of your current address and other contact information, you may forfeit any monetary award to which you may be entitled. If there is any change in your address or other contact information, please promptly notify Class Counsel at:

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301 S. US 169 Hwy  
Gower, MO 64454  
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UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI

If Aegis Communications Group, LLC (now known as Aegis U.S.A., Inc.) obtained a background check on you for employment purposes and you were either denied employment, terminated, suspended, or demoted based in whole or in part on information contained in the results of your background check between December 3, 2011 and April 15, 2014, then you are entitled to receive compensation from a class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

*Your legal rights will be affected whether you act or don't act.  
Please read this notice carefully.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	You will receive a settlement payment if the Court approves the settlement as long as we have a valid address on record for you or are able to locate one.
<b>EXCLUDE YOURSELF</b>	Get no payment. You will not participate in the settlement. This is the only option that allows you to ever be part of any other lawsuit against Aegis about the legal claims raised in this case.
<b>OBJECT</b>	Write to the Court about why you don't believe the settlement is fair. The Court will consider the objections in deciding whether to approve the settlement. If the settlement is nevertheless approved, you will not be able to sue Aegis for claims related to Aegis' employment background check on and employment action against you.
<b>GO TO A HEARING</b>	Ask to speak in Court in Jefferson City, Missouri about the fairness of the settlement. The Court will consider your comments in deciding whether to approve the settlement. If the settlement is nevertheless approved, you will not be able to sue Aegis for claims related to Aegis' employment background check on and employment action against you

*This notice explains your rights and options and the deadlines to exercise them.*

- In December 2013, Angie Simons filed a class action lawsuit alleging that Aegis Communications Group, LLC ("Aegis") violated applicants' and employees' rights under the Fair Credit Reporting Act ("FCRA") by subjecting them to an

adverse employment action because of information contained in a background check without first providing them a copy of their background check and a summary of their rights under the FCRA. Simons has also contended that Aegis violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA.

- Aegis denies that it violated the Fair Credit Reporting Act. However, in order to settle this lawsuit, it has agreed to:
  - Establish a total Settlement Fund in the amount of \$874,600.00 to:
    - compensate applicants and/or employees whose rights Plaintiff Angie Simons has alleged were violated in her Complaint;
    - compensate Angie Simons for the service that she has performed in bringing this lawsuit on behalf of herself and the class;
    - pay for administering the settlement; and
    - compensate the plaintiff's lawyers for their costs, expenses, and reasonable attorneys' fees.
- The Court in charge of this case has to first decide whether to approve the settlement. Settlement Funds will be distributed if the Court approves the settlement and after any appeals are resolved. The approval process may take several months.

## BASIC INFORMATION

### 1. What is this lawsuit about?

This lawsuit alleges that Aegis violated the FCRA by using background check reports obtained from a third-party vendor to deny job applicants employment, terminate employee's employment, or take other adverse employment action, without first providing them a written copy of their report and a summary of their rights under the FCRA. Simons has also contended that Aegis violated the FCRA by using a disclosure form that did not comply with the requirements of the FCRA in 15 U.S.C. § 1681b(b)(2). You are receiving this notice because you were among the applicants on whose behalf Simons alleges Aegis denied or terminated employment, or took other adverse employment action without first providing a written copy of the background report and a summary of your rights under the FCRA.

### 2. Why is this a class action?

In a class action, one or more people called Class Representatives sue as representatives of a larger group of people with similar legal claims. Together, they are called a "Class." Individuals in the Class are called "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Court Judge Nanette K. Laughrey is in charge of this class action.

### 3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or in favor of Aegis. There has been no trial or other ruling on the claims of the Class or Plaintiff, and this proposed settlement should not be construed as an admission of liability or wrongdoing on the part of Aegis. Instead, both sides have agreed to a proposed settlement to avoid further litigation. The proposed settlement would provide affected Class Members compensation for their claims and avoid the costs, delays, and uncertainties of further litigation and a trial. The named plaintiff, Angie Simons, and her attorneys think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am in the settlement?

You are receiving this notice because records show that between December 3, 2011 and April 15, 2014, you were the subject of a consumer report that may have been used by Aegis, in whole or in part, to make an adverse employment decision about you without allegedly providing you a copy of your consumer report, a copy of the FCRA summary of rights, and a reasonable period of time to address the contents of the report before taking the adverse action. You are a member of the Pre-Adverse Action Class.

**If you are receiving this notice, you will receive a payment from the settlement should the Court approve the settlement provided we have a valid address on record for you or are able to locate one.**

## THE SETTLEMENT BENEFITS — WHAT YOU GET

### 5. What benefits does the settlement provide to Class Members?

Subject to the Court's approval, each Class Member in this settlement class who does not exclude himself or herself from this settlement will be eligible to receive a settlement payment.

Pre-Adverse Action Class Members who do not exclude themselves from the Class are entitled to receive a gross sum of \$212.50, from which attorneys' fees, settlement fund administration costs, and certain other amounts will be deducted. Net payments after deductions will be approximately \$122 for each Pre-Adverse Action Class Member. There are 1,054 individuals in the Pre-Adverse Action Class.

In addition to the settlement payment available to each Class Member, Class Counsel will ask the Court to approve an additional payment of \$4,000 from the Settlement Fund to be paid to the Named Plaintiff, Angie Simons. If the Court approves Class Counsel's request, this additional payment would compensate Angie Simons for (a) her time and effort and assistance to Class Counsel in initiating and litigating this case; (b) the broader individual waiver of claims she is being required

to make; and (c) her assumption of the risks and potential liability related to being a named plaintiff, including the potential liability for Aegis's taxable legal costs.

The amount of this additional payment to Angie Simons, as well as all reasonable attorneys' fees, costs, and expenses, and the cost of administering this settlement, will be deducted from the gross sum to which each Pre-Adverse Action Class Member is entitled. You will receive a net payment in an amount to be determined after the deductions are applied to the gross sum to which you are entitled.

## HOW YOU GET A SETTLEMENT PAYMENT

### 6. How can I get a settlement payment?

**You do not need to take any action to qualify for a payment.** Upon final approval by the Court, you will receive a settlement check with the net settlement amount due to you, provided that you have not opted out of the Class and we have a valid address or are able to locate one for you. By not taking any action and receiving a settlement payment, you will be bound by the judgment if the Court fully and finally approves the settlement, regardless of whether you cash the settlement check or not.

### 7. When will I get an award?

The Court will hold a hearing on **DATE \_\_\_, 2014**, at **XX:XX**, to decide whether to approve the settlement. If Judge Laughrey approves the settlement after the hearing and there are no appeals, payments should be received within 45-60 days of the hearing. If there are appeals, resolving them could take time, perhaps more than a year. If there are no appeals, payment will be much quicker. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 8. If I want to get out of the settlement, what do I do?

If you want to keep the right to sue Aegis on your own about the legal issues in this case then you must take steps to get out. This is called "excluding" yourself — or is sometimes referred to as "opting out" of the Settlement Class.

To exclude yourself from the settlement, you must mail a signed letter stating:

"I am requesting to be excluded from the class monetary settlement. I understand that I will receive no money from the settlement."

The letter must contain your name, address, and signature. Your letter must be sent to the Settlement Administrator at the address below and postmarked no later than **DATE \_\_\_, 2014**:

## SETTLEMENT ADMINISTRATOR

Aegis FCRA Settlement  
c/o NAME.  
ADDRESS

If you timely mail a letter requesting to exclude yourself from the settlement within the 45 day time limit, you **will** be excluded from the settlement, **you will not get any settlement award**, and you **cannot** object to the Settlement, but you will not be legally bound by anything that happens in this lawsuit.

### 9. What am I giving up to get an award or stay in the Class?

Unless you exclude yourself, you are staying in the Class and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Aegis about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. By not excluding yourself from the Class, you are waiving any right to pursue a claim, including potential state law claims, against Aegis arising out of Aegis's background checking procedures between December 3, 2011 and April 15, 2014.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in this case?

The Court has appointed the law firm of Brown & Associates LLC, in Missouri to represent you and the other Class Members. These lawyers are called Class Counsel.

### 11. How will the lawyers be paid?

You will not be personally charged to be represented by Class Counsel. Instead, Class Counsel will be paid out of the Settlement Funds. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of \$288,618 from the Settlement Funds to compensate them for their attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the settlement. Aegis has agreed not to oppose Class Counsel's request to pay these amounts. It will be up to the Court to determine the amount of fees and expenses to be paid to Class Counsel.

## OBJECTING TO THE SETTLEMENT

You have the legal right to inform the Court that you do not believe the proposed settlement is fair.

**12. How do I tell the Court if I don't like the settlement?**

You can object to the settlement if you don't believe that any part of it is fair. You must give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter, which must be postmarked no later than **DATE \_\_, 2014**, to the three addresses below:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of Court United States District Court Western District of Missouri <b>Attn: Aegis</b> <b>FCRA Case, No. 13cv4138</b> United States Courthouse 80 Lafayette Street Jefferson City, MO 65101	C. Jason Brown Brown & Associates LLC <b>Attn: Aegis</b> <b>FCRA Case, No. 14cv4012</b> 301 S. U.S. 169 Hwy Gower, MO 64454	Jeffrey M. Place Littler Mendelson, P.C. <b>Attn: Aegis</b> <b>FCRA Case, No. 14cv4012</b> 1201 Walnut, Suite 1450 Kansas City, MO 64106

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