

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

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you applied for a job with Starbucks and they requested a background check about you between December 21, 2011 and September 19, 2017, you may be entitled to certain benefits from a class action settlement.**

SUMMARY OF BENEFITS	
<b>Tier 1 Benefit</b>	<p>You will <i>automatically</i> receive a <i>\$125 Starbucks gift card</i> and do not need to do anything to receive this benefit.</p> <p>After the settlement is finally approved by the Court, Starbucks will send you a code to the last email address you provided to Starbucks that can be redeemed for a \$125 Starbucks gift card. If you need to update your email address, please email or mail your update to the Settlement Administrator. You may request to have a physical gift card mailed to you instead if you visit <a href="http://www.WillsStarbucksClassAction.info">www.WillsStarbucksClassAction.info</a> to submit your request.</p>
<b>Tier 2 Benefit</b>	<p>You are eligible for an <i>additional \$125 Starbucks gift card</i> OR <i>\$90 by check</i> if you can confirm that you lost a job Starbucks offered to you because of information contained in the background check it requested about you.</p> <p>You will need to complete and submit a form by May 26, 2020 to claim this benefit. Visit <a href="http://www.WillsStarbucksClassAction.info">www.WillsStarbucksClassAction.info</a> to find out what you need to submit. If you need help, you are entitled to the assistance of class counsel at no charge to you.</p>
<b>Tier 3 Benefit</b>	<p>You are eligible for an <i>additional \$750 by check</i> if you can confirm that you lost a job Starbucks offered you because of <u>inaccurate</u> information in the background check they requested about you and you were unable to get any job or a similar job for at least 30 days.</p> <p>You will need to complete and submit a form by August 31, 2020 to claim this benefit. Visit <a href="http://www.WillsStarbucksClassAction.info">www.WillsStarbucksClassAction.info</a> to find out what you need to submit. If you need help, you are entitled to the assistance of class counsel at no charge to you.</p>

**Read more to learn about the proposed Settlement and your rights as a Class Member.**

A settlement has been proposed in a class action lawsuit against Starbucks Corporation (“**Defendant**”) on behalf of all persons and entities who, from December 21, 2011, through and including September 19, 2017 applied for employment with Starbucks in the United States who were the subject of a consumer report that was used by Starbucks to take an adverse employment action against such applicant (the “**Settlement Class**”).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	If the Court approves the Settlement, the Tier 1 Benefit, a \$125 Starbucks gift card, will be provided to you. Regardless of whether you use the gift card, you give up the right to file a separate lawsuit against the Defendant for claims covered by the release in this action.
<b>MAKE A CLAIM</b>	<p>You may submit a claim for Tiers 2 and 3 Benefits in either or both of the following situations:</p> <ol style="list-style-type: none"> <li>1. If you lost a job Starbucks offered to you because of information contained in the background check it requested about you, you may submit a claim for either an additional \$125 Starbucks gift card or \$90 in cash.</li> <li>2. If you lost a job Starbucks offered to you because of inaccurate information in the background check it requested about you and you were unable to get any job or a similar job for at least 30 days, you may submit a claim for \$750 in cash.</li> </ol>
<b>EXCLUDE YOURSELF</b>	You remove yourself from participation in this class action and do not receive a benefit from this settlement. However, you retain any right to file a separate lawsuit against the Defendant. If you choose this option, it is important that you promptly speak to an attorney because of the time-sensitive nature of claims under the Fair Credit Reporting Act.
<b>OBJECT</b>	You remain a Class Member but write to the Court and explain why you don’t think the Settlement is fair, reasonable, or adequate.

### **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 Charles Pannell of the United States District Court for the Northern District of Georgia is overseeing this class action. The case is known as *Wills v. Starbucks Corporation*, No. 1:17-cv-3654-CAP-CMS (the “**Lawsuit**”).

#### **2. WHAT IS THIS LAWSUIT ABOUT?**

##### *What the Plaintiffs Claimed*

Kevin Wills and Jonathan Santiago Rosario (the “**Plaintiffs**”) claim 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 Plaintiffs contend that the Defendant violated section 1681b(b)(3) of the FCRA by failing to 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. 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 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 this group:

All persons and entities who, from December 21, 2011, through and including September 19, 2017 applied for employment with Starbucks in the United States who were the subject of a consumer report that was used by Starbucks to take an adverse employment action against such applicant.

If you fall within this group, you will be a Settlement Class Member unless you exclude yourself from the Lawsuit.

### **4. WHAT DOES THE SETTLEMENT PROVIDE?**

The Defendant has agreed to make available to all Settlement Class Members cash relief consisting of three tiers.

The Tier 1 Benefit is the distribution of a \$125.00 Starbucks gift card to each Settlement Class Member who does not opt out of the Settlement Class. The gift card shall have no expiration date and shall be freely transferrable.

The Tier 2 Benefit is the payment of either (1) a \$125.00 Starbucks gift card or (2) a check for \$90.00, at the election of a Tier 2 Claimant through the submission of a Tier 2 Claim Form.

The Tier 3 Benefit is the payment of a check for \$750.00 to a Tier 3 Claimant who has submitted a Tier 3 Claim Form.

### **5. HOW YOU GET SETTLEMENT BENEFITS**

You do not need to do anything to receive the \$125 Starbucks gift card Tier 1 Benefit under this settlement. If the Settlement is finally approved, you will automatically receive the gift card unless you have excluded yourself from the Settlement Class.

To receive a Tier 2 Benefit, you must submit a Tier 2 Claim Form which you can obtain by visiting [www.WillsStarbucksClassAction.info](http://www.WillsStarbucksClassAction.info).

To receive a Tier 3 Benefit, you must submit a Tier 3 Claim Form which you can obtain by visiting [www.WillsStarbucksClassAction.info](http://www.WillsStarbucksClassAction.info).

The gift card or check will be mailed to your address as it appears 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 July 15, 2020 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 Defendant about the legal claims 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.

## **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 MAY 18, 2020 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 mail or deliver a Request for Exclusion, signed by the individual seeking exclusion, include the name, address, and telephone number of the person requesting exclusion, and indicate that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member and elects to be excluded from the Release and from any judgment entered by the Court pursuant to the Settlement. You must mail your Request for Exclusion so that it is postmarked no later than May 18, 2020 to:

Wills v. Starbucks Settlement  
c/o JND Legal Administration  
PO Box 91209  
Seattle, WA 98111

**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 Request for Exclusion must be postmarked by Monday, May 18, 2020.

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

In connection with the preliminary approval of the Settlement, the Court appointed James A. Francis, John Soumilas, and David A. Searles of Francis Mailman Soumilas, P.C.; Matthew A. Dooley of O’Toole, McLaughlin, Dooley & Pecora, Co., LPA; and James M. Feagle of Skaar & Feagle, LLP 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.

**11. 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 \$1,285,000. However, the Court may ultimately award less.

**12. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?**

The Representative Plaintiffs will ask the Court to approve a payment of an amount not to exceed \$10,000 each as an individual settlement and service award for their efforts and time expended in prosecuting this case. However, the Court may ultimately award less than this amount.

**13. 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 the lawyers will consider your views carefully. To object, you must send a letter stating that you object to the settlement in *Wills v. Starbucks Corporation*. Be sure to include: (1) the name of this lawsuit, *Wills v. Starbucks Corporation*, Case 1:17-cv-03654-CAP-CMS; (2) your full name, current address, and telephone number; and (3) a detailed explanation of the reasons you object to the Settlement and any papers in support of your position. Mail the foregoing to these three different places postmarked by Monday, May 18, 2020:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of the Court United States District Court Northern District of Georgia 2367 Richard B. Russell Federal Building 75 Ted Turner Drive SW Atlanta, GA 30303	Class Counsel c/o JND Legal Administration PO Box 91209 Seattle, WA 98111	James Howard Lauren Rainwater DAVIS WRIGHT TREMAINE LLP 920 Fifth Avenue, Suite 3300 Seattle, WA 98104-1610

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.

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.

#### **14. 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.

#### **15. 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 July 15, 2020 in Courtroom 2307 of the United States District Court for the Northern District of Georgia, 2367 Richard B. Russell Federal Building, 75 Ted Turner Drive SW, Atlanta, GA 30303. 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 Plaintiffs will be paid. After the hearing, the Court will decide whether to finally approve the Settlement.

#### **16. 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.

#### **17. 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 *Wills v. Starbucks Corporation*.” 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 13, and must be received by June 30, 2020. You cannot speak at the hearing if you have excluded yourself.

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

If you have questions about the case, you can call toll free 1-888-670-1167 or write to *Wills v. Starbucks Settlement*, c/o JND Legal Administration, PO Box 91209, Seattle, WA 98111.

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