

**COURT-AUTHORIZED NOTICE**

**United States District Court for the Eastern District of New York**

**If You Worked for or Applied to Work for GEO Group, Inc. and GEO Obtained a Consumer Report (Also Known as a “Background Check”) Regarding You and You Were Not Hired or Were Terminated, Based in Whole or in Part on the Information GEO Obtained, and You Did Not Receive Timely Notices as Required by the Fair Credit Reporting Act, From October 30, 2010 Through September 30, 2017, Then Your Rights Could Be Affected By A Proposed Class Action Settlement.**

If you take no action, you will be bound by the settlement. Your legal rights will be affected.

*A federal court authorized this notice. It is not from a lawyer. You are not being sued.*

- This is a proposed Settlement of a class action lawsuit alleging that The GEO Group, Inc. (“GEO”) violated Plaintiffs’ rights under the Fair Credit Reporting Act (“FCRA”) by using Consumer Reports in employment decisions without ensuring that each affected candidate or employee received timely and complete FCRA notices.
- The applicable time period is from October 30, 2010 until September 30, 2017.
- The Settlement would entitle each Class Member to a share of a \$900,000 Settlement Fund (after payment of administrative costs, an incentive award to the representative plaintiffs, and attorneys’ fees and costs). GEO has also agreed to injunctive relief to address the issues raised in this lawsuit.
- Visit the Settlement Website at **www.GEOFCRASettlement.com** for additional details about the Settlement. You may also get additional information by calling 1-877-842-4340 or by writing to:

Keels, et al. v. The Geo Group, Inc. et al.  
 Settlement Administrator  
 PO Box 404000  
 Louisville, KY 40233-4000

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Submit a Claim Form Before December 26, 2017</b>	You must submit a Claim Form to receive payment under the Settlement. <b>You must submit a Claim Form by December 26, 2017 to receive money.</b>
<b>Do Nothing.</b>	You get <b>no</b> payment. You give up your right to sue Defendant on these claims.
<b>Exclude Yourself.</b>	If exclude yourself from the Settlement (opt-out), you will not be bound by the Settlement or judgment and will not be entitled to a cash payment. You will be free to pursue your claims against the Defendant. This is the only option that allows you to bring or be part of any other lawsuit against the Defendant in this case about the same legal claims that are advanced in this case. <b>You must exclude yourself from the Settlement by December 11, 2017.</b>
<b>Comment (Including Objecting)</b>	If you do not exclude yourself, you may write to the Court about why you do not like the Settlement. You may also appear in Court to explain why you don’t like the Settlement. You cannot both exclude yourself and object. If the Court rejects your objection, you will still be bound by the terms of the Settlement. <b>You must send a written objection to the Court postmarked no later than December 11, 2017.</b>

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- The Court in charge of this case still must decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval of the Settlement and after any appeals are resolved. Please be patient.

**Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
 Outten & Golden LLP  
 685 3rd Ave, 25th Floor  
 New York, NY 10017  
 (212) 245-1000  
 GEOFCRACase@outtengolden.com

## BASIC INFORMATION

### I. WHY DID I GET THIS NOTICE PACKAGE?

GEO's records show that you either applied for a job or were employed by GEO and GEO may have obtained a Consumer Report regarding you as part of the GEO hiring or employee retention process and you were not hired or were terminated, from October 30, 2010 to September 30, 2017.

You were sent this notice because you have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any possible objections and appeals are resolved, an administrator appointed by the Court will make the monetary payments that the Settlement allows. You will be informed of the progress of the Settlement. You should understand that the process of Court approval may take a good deal of time.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of this case is the United States District Court for the Eastern District of New York, The Honorable Carol B. Amon presiding. The case is called *Keels et al. v. The GEO Group, Inc. et al.*, Case No. 1:15-cv-06261-CBA-SMG. The persons who sued are called the Plaintiffs, and the entity they sued is called the Defendant.

### II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim in this lawsuit that the Defendant violated Plaintiffs' rights under the Fair Credit Reporting Act ("FCRA") by using Consumer Reports in employment decisions without ensuring that each affected candidate or employee received timely and complete notices under the Fair Credit Reporting Act that information in a Consumer Report might cause Defendant to make an adverse employment decision. Defendant denies that it did anything wrong, and contends that even if it did do anything wrong, Plaintiffs and the Class Members are not entitled to any money as a result of the Consumer Reports that were obtained.

### III. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Class Representatives (in this case, Eric Keels and Sandra Inman), sue on behalf of all people who have similar claims. All of these people are a Class or Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs, risks and uncertainties associated with a trial, and the people affected will get compensation. The Class Representatives and Class Counsel think the Settlement is best for all Class Members and that the terms and conditions of the settlement are fair, reasonable, and adequate.

## WHO IS IN THE SETTLEMENT

### V. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

**You are only in the "Settlement Class" if you meet one of the following definitions:**

- 1. You were a GEO employee and authorized a background check that resulted in a Consumer Report between October 30, 2010 and September 30, 2017 and you were subsequently terminated;**
- 2. You were a job applicant to GEO and you authorized a background check that resulted in a Consumer Report between October 30, 2010 and September 30, 2017; and you were subsequently not hired.**

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You are **only** eligible to receive **payment** from this Settlement if you submit a claim form stating that, **to the best of your knowledge, information, and belief**:

1. GEO's decision either not to hire or to terminate you was made, at least in part, as a result of the Consumer Report; **AND**
2. You did not receive timely notice before the adverse employment decision that such action may be taken, as required by the Fair Credit Reporting Act.

GEO has the right to verify and/or challenge the accuracy of your statements in this form, including whether and when you applied to work for GEO, whether and when you received notices pursuant to the FCRA, and whether the decision not to hire you or terminate you was based in whole or in part on the information GEO obtained through a Consumer Report. If you have questions about these requirements, please review the Class Notice or contact the Claims Administrator.

**VI. DO I NEED TO PROVE THAT GEO OBTAINED A CONSUMER REPORT REGARDING ME AND I WAS NOT HIRED OR I WAS TERMINATED, AND WHAT DOES THAT MEAN?**

In filling out the Claim Form, you will affirm, under penalty of perjury, that you believe you authorized GEO to run a Consumer Report regarding you in connection with hiring or retention, you were not hired or you were terminated, you believe in good faith that GEO's adverse employment decision was related to information in your Consumer Report, and you did not receive timely notices under the Fair Credit Reporting Act.

**VII. WHAT IF GEO OBTAINED MULTIPLE CONSUMER REPORTS REGARDING ME DURING THE CLASS PERIOD? CAN I OBTAIN MULTIPLE RECOVERIES?**

No. Individuals who were the subject of a Consumer Report obtained by GEO on more than one occasion during the class period can only recover one total payment not to exceed \$200.00.

**VIII. I AM STILL NOT SURE IF I AM INCLUDED.**

If you are still not sure if you are included, you can ask for help. You can call 1-877-842-4340 and the Settlement Administrator or Class Counsel may help answer your questions, at the phone number or address listed below. For more information, you can also visit the website, [www.GEOFCRASettlement.com](http://www.GEOFCRASettlement.com), or you can just fill out the Claim Form and return it to the Settlement Administrator to see if you qualify.

**THE SETTLEMENT BENEFITS: ESSENTIAL TERMS**

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

Defendant has agreed to pay a maximum of \$900,000.00 (Nine Hundred Thousand Dollars) to resolve this Litigation. The money will be used to: 1) compensate Eligible Settlement Class Members pursuant to the compensation terms set forth in Section III.C of the Settlement Agreement; 2) pay for notifying Class Members and administering the Settlement; 3) pay incentive awards of \$5,000.00 each to the named Plaintiffs Eric Keels and Sandra Inman; and 4) pay Class Counsel's attorneys' fees and expenses.

Defendant also has agreed to injunctive relief to: (1) ensure all applicable employees abide by its Background Check Policy; (2) revise its policies and procedures manuals to include a copy of its background check policy, and (3) ensure that current and new human resources employees are trained regarding its Background Check Policy.

A complete description of the Settlement, including injunctive relief, is provided in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.GEOFCRASettlement.com](http://www.GEOFCRASettlement.com) or by calling 1-877-842-4340.

**X. WHAT CAN I GET FROM THE SETTLEMENT?**

Members of the Settlement Class may qualify to receive payments of up to \$200.00 each if GEO obtained a Consumer Report regarding them and they were not hired or were terminated between October 30, 2013 and September 30, 2017, or up to \$100.00 each if GEO obtained a Consumer Report regarding them between October 30, 2010 and October 29, 2013. The exact amount will depend on how many claims are received by the Claims Administrator during the claims period, and are subject to change based on the number of claims received.

**Questions?**

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[GEOFCRACase@outtengolden.com](mailto:GEOFCRACase@outtengolden.com)

## HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

### XI. HOW CAN I GET A PAYMENT?

To qualify for a payment, you **MUST** send in a Claim Form. A Claim Form is attached to this Notice. You can also get a claim form on the Internet at **www.GEOFCRASettlement.com**. Read the instructions carefully, fill out the form, and sign it. You can submit a claim form via email, fax or online at **www.GEOFCRASettlement.com**. To be eligible for consideration to receive a payment from this settlement, your Claim Form **MUST** be received by the Settlement Administrator (or postmarked if mailed) no later than **December 26, 2017**.

### XII. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on **February 23, 2018** at 2:00 P.M. to decide whether to approve the Settlement. If Judge Amon approves the Settlement, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### XIII. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?

Unless you exclude yourself, you will remain in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against the Defendant, their employees, or associated elected officials about the legal issues in *this* case (*i.e.*, alleged Fair Credit Reporting Act ("FCRA") violations). It also means that all the Court's orders will apply to you and legally bind you. If you stay in the Class, you will agree to release all FCRA and FCRA State Equivalent claims that you have relating to GEO.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to preserve these rights. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

### XIV. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the Settlement, also called Opting-Out, you must send a letter by mail saying that you want to be excluded from *Keels et al. v. The GEO Group, Inc.* Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request so that it is postmarked no later than **December 11, 2017** to:

Keels, et al. v. The Geo Group, Inc. et al.  
Settlement Administrator  
PO Box 404000  
Louisville, KY 40233-4000

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

### XV. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE GEO GROUP 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 involves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* class action to continue your own lawsuit. Remember, you must mail your exclusion request so that it is postmarked no later than **December 11, 2017** to:

Keels, et al. v. The Geo Group, Inc. et al.  
Settlement Administrator  
PO Box 404000  
Louisville, KY 40233-4000

### XVI. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself, do not send in a Claim Form to ask for money. But, you may sue, continue to sue, or be part of a different lawsuit against the Defendant.

#### Questions?

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New York, NY 10017  
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GEOFCRACase@outtengolden.com

## THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

### XVII. DO I HAVE A LAWYER IN THIS CASE?

The Court decided that the lawyers at Outten & Golden LLP are qualified to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. More information about Outten & Golden LLP, their practice, and their lawyers' experience is available at [www.outtengolden.com](http://www.outtengolden.com). If you want to be represented by your own lawyer, you may hire one at your own expense.

### XVIII. HOW WILL THE LAWYERS AND THE CLASS REPRESENTATIVES BE PAID?

Class Counsel will ask the Court to approve payment of up to one-third of the settlement fund (\$300,000.00) for their attorneys' fees. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for their out of pocket costs and a payment of \$5,000.00 (Five Thousand Dollars) each for Class Representatives Eric Keels and Sandra Inman. The Court may award less than these requested amounts to Class Counsel and the Class Representatives.

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### XIX. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Keels et al. v. The GEO Group, Inc. et al.*, Case No. 1:15-cv-06261-CBA-SMG. Be sure to include your name, address, telephone number, your signature, and the reasons why you object to this Settlement and the case number. Mail the objection to these three different places postmarked no later than **December 11, 2017**.

#### KEELS, ET AL. V. THE GEO GROUP, INC. ET AL.

#### SETTLEMENT ADMINISTRATOR

PO Box 404000

Louisville, KY 40233-4000

Email: [info@GEOFCRASettlement.com](mailto:info@GEOFCRASettlement.com)

Tel.: 877.842.4340

Fax.: 877.239.3298

#### CLASS COUNSEL

Ossai Miazad

Christopher M. McNerney

OUTTEN & GOLDEN

685 3rd Ave, 25th Floor

New York, New York 10017

Tel.: 212.245.1000

#### DEFENSE COUNSEL

Carolyn P. Short

REED SMITH LLP

Three Logan Square

1717 Arch Street, Suite 3100

Philadelphia, Pennsylvania 19103

Tel.: 215.851.8100

### XX. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you **stay in** the Class. Excluding yourself is telling the Court that you do not want to be a part of the Class – you want to **get out**. If you exclude yourself, you have no basis to object because the settlement 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 do not have to do so.

### XXI. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On **February 23, 2018** at 2:00 P.M. the U.S. District Court for the Eastern District of New York will hold a fairness hearing at 225 Cadman Plaza East, Brooklyn, New York 11201, in Courtroom 10D to determine whether the Class was properly certified and whether the proposed Settlement is fair, adequate, and reasonable. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision.

#### Questions?

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

No, Class Counsel will represent you at the hearing. But you are welcome to come at your own expense. 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.

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

If you file a timely objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include the words "I intend to appear at the Fairness Hearing" in your written objection, which must be filed according to the procedure described in Paragraph XXIII, above. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you exclude yourself from the settlement.

### **IF YOU DO NOTHING**

## **XXIV. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again. Unless you exclude yourself, you need to file a claim in order to receive a monetary payment under the Settlement.

### **GETTING MORE INFORMATION**

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

You can get more information about the settlement or obtain a copy of the settlement agreement by calling 1-877-842-4340, write to the Keels, et al. v. The Geo Group, Inc. et al. Settlement Administrator at PO Box 404000 Louisville, KY 40233-4000, or visit the website at [www.GEOFCRASettlement.com](http://www.GEOFCRASettlement.com).

### **Questions?**

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