

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

Regina Robinson, on behalf of herself and all others similarly situated,	)	Civil Action
	)	No. 2:18-cv- <u>02927-DCN-MGB</u>
Plaintiff,	)	
	)	<b><u>COMPLAINT</u></b>
vs.	)	<b>(Class Action under Title VII for</b>
	)	<b>Disparate Impact)</b>
Carolina First Bank, N.A.,	)	
	)	
Defendant.	)	
_____	)	

Plaintiff Regina Robinson (“Plaintiff”), individually and on behalf of all others similarly situated, by her attorneys, brings the following allegations against Carolina First Bank, N.A., (“Defendant” or “the Bank”):

**SUMMARY OF THE CLAIMS**

1. This case is about Defendant’s use of credit history to deny employment opportunities to otherwise qualified job applicants resulting in discrimination based on race in violation of Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e *et seq.*

2. Defendant eventually discontinued its use of the challenged policy in April 2011.

3. The Bank’s prior policy of screening and rejecting applicants based on their credit history (“Screening Process”) was unlawful under Title VII because it had a significant adverse impact upon African Americans and because it was neither job-related nor consistent with business necessity.

**BACKGROUND**

4. Studies show that credit screens have no relationship to on-the-job performance.

5. An employer that nonetheless uses a credit screen to reject applicants is more likely to reject African American applicants than White applicants.<sup>1</sup>

6. This is because African Americans are more likely than Whites to have lower credit scores or negative credit histories. For example, a 2012 study by the Federal Trade Commission (“FTC”) found that 11.4% of White individuals surveyed had FICO scores lower than 590 compared to 54% of African American individuals surveyed.<sup>2</sup>

7. Several systemic issues contribute to the increased likelihood that African Americans will have lower overall credit scores and more debt issues than White individuals. These include racial disparities in earnings and wealth, historic predatory lending schemes and higher interest rates on credit cards.<sup>3</sup> As a result, African Americans are more vulnerable than Whites to, for example, foreclosures and loan defaults.

8. Further, credit reports frequently do not provide reliable or accurate representations of credit histories. For example, the 2012 FTC study found that 26% of participants identified at least one potentially material error in their credit reports.<sup>4</sup>

9. Prior to April 20, 2011, the Bank performed credit checks on its applicants for positions across the Bank’s departments, as part of its Screening Process. The Bank’s credit report guideline excluded job applicants based on their credit report history for: (1) unpaid

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<sup>1</sup> Laura Koppes Bryan & Jerry K. Palmer, *Do Job Applicant Credit Histories Predict*

<sup>2</sup> Federal Trade Commission, *Report to Congress under Section 319 of the Fair and Accurate Credit Transactions Act of 2003*, tbl. 3 (2012), <https://www.ftc.gov/sites/default/files/documents/reports/section-319-fair-and-accurate-credit-transactions-act-2003-fifth-interim-federal-trade-commission/130211factareport.pdf>.

<sup>3</sup> See Amy Traub, *Discredited: How Employment Credit Checks Keep Qualified Workers Out of a Job*, Demos (2013), <http://www.demos.org/discredited-how-employment-credit-checks-keep-qualified-workers-out-job>; Shawn Fremstad, *Discrediting Workers: How Credit Reports are Distorting the Job Market, Prolonging Unemployment, and Denying Equal Opportunity to Workers*, Demos, at 3 (2010), <http://www.demos.org/publication/discrediting-workers-how-credit-reports-are-distorting-job-market-prolonging-unemployment>.

<sup>4</sup> Federal Trade Commission, *supra* note 2, at i.

balances on non-medical collections accounts or balances on liens or judgments appearing in public records; and (2) unpaid balances, charge offs, voluntary or involuntary repossessions, paid or unpaid foreclosures, and accounts in dispute for credit accounts.

10. Based on information the Bank provided to the Equal Employment Opportunity Commission (“EEOC”), Defendant’s Screening Process excluded African American applicants from employment at a rate three times that of White applicants. These rates are statistically significant in violation of Title VII.

11. There is no evidence to support the Bank’s Screening Process as being job related or consistent with business necessity. The Bank discontinued its Screening Process in April 2011.

**CLASS DEFINITION**

12. Plaintiff brings this case as a class action under Federal Rules of Civil Procedure 23(a) and (b), on behalf of the following class:

All African American applicants for employment to Carolina First Bank who were coded by Defendant as having been rejected for adverse credit from April 29, 2010, to April 30, 2011 (“the Class”).

**JURISDICTION AND VENUE**

13. The court has jurisdiction under 28 U.S.C. §§ 1331 and 1343(a)(4), as this claim arose under the laws of the United States, and under § 717 of Title VII, 42 U.S.C. § 2000e *et seq.*

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because part of the events or omissions giving rise to the claims occurred in this district and Defendant conducts business within this district.

**EXHAUSTION OF ADMINISTRATIVE REQUIREMENTS**

15. On February 22, 2011, Plaintiff filed an individual and class Charge of

Discrimination with the EEOC, based on her denial of employment by Defendant.

16. On or around October 27, 2011, the EEOC dismissed the action on the grounds that: (1) Ms. Robinson was not hired because of her credit report; (2) Ms. Robinson failed to dispute the accuracy of the information in her credit report; (3) the Bank was unaware of Ms. Robinson's race at the time of her application; and (4) the Bank hired an African American into the position Ms. Robinson applied for.

17. On January 9, 2012, Ms. Robinson provided additional legal and factual support for her disparate impact claim to the EEOC, refuting both the relevance of the Bank's intent to discriminate and consequently the grounds for the EEOC's dismissal, for purposes of disparate impact analysis and challenging the Bank's position that its prior credit check policy was job related and consistent with business necessity.

18. On or around January 17, 2012, the EEOC issued a notice of reconsideration and revoked the dismissal. On January 28, 2015, the EEOC issued a cause determination in Ms. Robinson's favor, in which it found that the Bank's credit check practices through April 30, 2011 had excluded a "statistically significant percentage of African American applicants," that the Bank had not maintained or produced evidence of validation studies for its Screening Policy, and that the Bank failed to show that its Screening Policy was job-related and consistent with business necessity. *See* Ex. 1 (EEOC Cause Determination).

19. On or about May 7, 2015, the EEOC issued a Notice of Right to Sue.

20. On July 17, 2015, Plaintiff entered into a tolling agreement with Defendant for the benefit of herself and other potential plaintiffs to toll the statute of limitations on her claim that Defendant's credit check practices had a disparate impact on African American applicants as a class on the basis of race in violation of Title VII claims. *See* Ex. 2 (Tolling Agreement).

21. This action was filed on October 29, 2018, within the required time limits.
22. Any and all other prerequisites to the filing of this suit have been met.

### **PARTIES**

#### ***Plaintiff Regina Robinson***

23. Plaintiff Robinson is an African American female resident of South Carolina.
24. In April 2010, Ms. Robinson applied online for a position as Business Banking Coordinator in the Collections Department of the Bank.
25. Ms. Robinson was qualified for the position based on the job description and her prior experience.
26. Defendant determined that Ms. Robinson possessed the minimum qualifications necessary for the position, then requested a copy of her credit report from Equifax Information Services, LLC, as required under Defendant's Screening Process.
27. On or about April 26, 2010, the Bank wrote to Ms. Robinson and provided her with a copy of her credit report.
28. On or about May 3, 2010, the Bank notified Plaintiff Robinson by letter that she would not be hired because of her credit report.

#### ***Defendant Carolina First Bank***

29. Defendant is a banking establishment that provides personal, small business, and commercial banking products and services in South Carolina and North Carolina.
30. Carolina First Bank was acquired by TD Bank, N.A., in September 2010.
31. At all relevant times, Defendant has been an employer as defined by Title VII of the Civil Rights Act.
32. Defendant, by soliciting, conducting, and transacting business in the state of

South Carolina, engages in continuous, permanent, and substantial activity within the state.

### STATEMENT OF CLAIMS

33. At all times relevant to this Complaint, Defendant utilized a uniform procedure for hiring non-exempt employees in all of its bank locations. From its headquarters, Defendant developed a standardized set of employment procedures that each bank location utilized, including the credit history Screening Process described herein.

34. Defendant's Screening Process screened out individuals who would otherwise be eligible for employment according to any rational and fair system of determining who is qualified for employment.

35. African American applicants were screened out from employment based on their credit histories at three times the rate of White applicants.<sup>5</sup> Defendant's Screening Process therefore had a significant and detrimental impact on African American applicants, based on their race, as compared to White applicants.

36. Any selection device that has a disparate impact must have a "manifest relationship to the employment in question." *Griggs v. Duke Power Co.*, 401 U.S. 424, 432 (1970). It must "be shown to be necessary to safe and efficient job performance to survive a Title VII challenge." *Dothard v. Rawlinson*, 433 U.S. 321, 331 n.14 (1977). As the EEOC has advised, "an employer must not have a financial requirement if it does not help the employer to accurately identify responsible and reliable employees, and if, at the same time, the requirement significantly disadvantages people of a particular race, color, national origin, religion, or sex."<sup>6</sup>

37. Defendant cannot show business necessity with respect to its broad exclusion in

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<sup>5</sup> See Ex. 1 (EEOC Cause Determination).

<sup>6</sup> U.S. EEOC, *Pre-Employment Inquiries and Financial Information*, [https://www.eeoc.gov/laws/practices/financial\\_information.cfm](https://www.eeoc.gov/laws/practices/financial_information.cfm).

its Screening Process. Defendant's exclusion for certain credit histories bore no relation to the employment in question.

38. The Bank's Screening Process excluded job applicants from employment based on their credit report history for unpaid balances on non-medical collections accounts or balances on liens or judgments appearing in public records, as well as unpaid balances, charge offs, voluntary or involuntary repossessions, paid or unpaid foreclosures, and accounts in dispute for credit accounts.

39. Having a lower credit score or negative credit entries on a report are not accurate proxies for determining whether an applicant would be able to perform employment duties for the Bank. There are no reliable studies or empirical data to suggest that applicants with "poor" credit records are more or less likely to engage in terminable offenses.<sup>7</sup>

40. Defendant's Screening Process was far too over-inclusive to meet the standards of job-relatedness and consistency with business necessity. This is especially true for those applicants whose credit histories had mistakes, were resolved, or were untimely.

41. Defendant did not have any legitimate process for determining whether negative credit report entries were untimely, resolved, or erroneous. Defendant's Screening Process, which included an adverse decision sent to the applicant within days of receipt of the report, provided no real opportunity for applicants to provide proof of inaccuracies or proof of resolution.

#### **CLASS ACTION ALLEGATIONS**

42. Plaintiff is a member of the Class, which includes all African American applicants for employment who were coded by Defendant as having been rejected for adverse credit from

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<sup>7</sup> See, e.g., Bryan & Palmer, *supra* note 1.

April 29, 2010 through April 30, 2011.

43. The members of the Class are so numerous that joinder is impracticable. The number of Class Members is approximately 360. The number of job applicants harmed by Defendant's violations of the law is significantly greater than feasibly could be addressed through joinder. The precise number is uniquely within Defendant's possession, and Class Members may be notified of the pendency of this action by published and/or mailed notice.

44. There are questions of law and fact common to the Class, and these questions predominate over any questions affecting only individual members. Defendant had a *single, uniform* credit check procedure that was used for *all* job applicants. Common questions include, but are not limited to:

- (1) Whether Defendant's prior policy and practice to exclude job applicants based on negative credit histories had a discriminatory disparate impact on African American applicants;
- (2) Whether Defendant's prior policy and practice to exclude job applicants based on their credit history is job-related and consistent with business necessity;
- (3) Whether there was a less discriminatory policy and practice that would have met Defendant's legitimate needs; and

45. Plaintiff's claim is typical of the claims of the Class: (1) Plaintiff applied for a job with Defendant within the relevant time period; (2) Plaintiff was processed through the same application procedure; (3) Plaintiff was subjected to the same screening device and hiring process; (4) Plaintiff was denied the position; and (5) Plaintiff has the same discrimination claim based on disparate impact. All claims are shared by each and every class member.

46. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has no conflict with any class member. Plaintiff is committed to the goal of eliminating potential future discriminatory impact on African American applicants.



47. Plaintiff has retained counsel competent and experienced in complex class actions, employment discrimination litigation, and the intersection thereof.

48. Class certification is appropriate pursuant to Fed. R. Civ. P. 23(b) due to: (1) the risk of inconsistent or varying adjudications with respect to individual Class Members through the prosecution of separate actions; and/or (2) the predominance of questions of law and/or fact common to Class Members over any questions affecting only individual members, and the superiority of a class action to other methods for fairly and efficiently adjudicating this controversy.

**CLAIM FOR RELIEF**

**Disparate Impact Discrimination**

**Title VII of the Civil Rights Act of 1964, 42 U.S.C §§ 2000e *et seq.***

***(On Behalf of Plaintiff and the Class)***

49. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

50. Plaintiff brings this claim on her own behalf and on behalf of the Class.

51. Plaintiff has timely filed a charge with the EEOC and has thus exhausted her administrative remedies.

52. Defendant's prior policy and practice of using employment screens that exclude applicants with certain credit histories from obtaining employment opportunities has harmed Plaintiff and the Class, and constitutes unlawful discrimination on the basis of race, ethnicity, color, and/or national origin in violation of 42 U.S.C. §§ 2000e *et seq.*

53. Defendant's prior policy and practice of using employment screens that exclude applicants with certain credit histories from obtaining employment opportunities had a disparate impact on African Americans and is neither job related nor consistent with business necessity. Even if Defendant's prior policy and practice of denying employment opportunities based on applicants' credit history records could be justified by business necessity, a less discriminatory

alternative existed that would have equally served any legitimate purpose.

54. Defendant's conduct has caused Plaintiff and the members of the Class substantial losses in earnings and other employment benefits.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff and the Class pray for relief as follows:

1. Certification of the case as a class action on behalf of the proposed Class;
2. Designation of Plaintiff Regina Robinson as representative of Class Members;
3. Designation of Plaintiff's counsel of record as Class Counsel;
4. A declaratory judgment that the practices complained of herein are unlawful and violate Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*;
5. An award of back pay accruing as a result of the delay in hiring Plaintiff and Class Members caused by the illegal policies and practices alleged herein;
6. An award of costs incurred herein, including reasonable attorneys' fees to the extent allowable by law, including but not limited to 42 U.S.C. §§ 2000e-5(k) & 2000e-16;
7. Pre-judgment and post-judgment interest, as provided by law; and
8. Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

Respectfully submitted,

By: s/ J. Scott Falls

**FALLS LEGAL LLC**

J. Scott Falls (Federal I.D. No. 10300)  
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*Attorneys for Plaintiff and the Putative Class*

\* *pro hac vice* motion forthcoming

Charleston, South Carolina  
October 29, 2018

# **Exhibit 1**



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Charlotte District Office**

129 West Trade Street, Suite 400  
Charlotte, NC 28202  
Intake Information Group: 800-669-4000  
Intake Information Group TTY: 800-669-6820  
Charlotte Status Line: (866) 408-8075  
Direct Dial: (704) 344-6686  
TTY (704) 344-6684  
FAX (704) 954-6410  
Website: [www.eeoc.gov](http://www.eeoc.gov)

Charge Number 436-2011-00409

Regina Robinson  
200 South Liberty Street #8  
Spartanburg, SC 29306

Charging Party

V.

Carolina First Bank  
104 South Main Street  
Poinsett Plaza, 10<sup>th</sup> Floor  
Greenville, SC 29601

Respondent

Southern Financial Group  
104 South Main Street  
Poinsett Plaza, 10<sup>th</sup> Floor  
Greenville, SC 29601

Respondent

TD Bank, N.A.  
Two Portland Square  
Portland, ME 04112

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of the subject charge. Respondent is an employer within the meaning of Title VII of the Civil Rights Act of 1964, as amended (Title VII), and timeliness, deferral, and all requirements for coverage have been met.

Charging Party alleges Respondent failed to hire her based on her race, African-American. Specifically, Charging Party alleges that Respondent refused and/or failed to hire her based on information discovered through a background check. Charging Party further alleges that Respondent's policy or practice of failing to hire applicants based on background checks has an adverse impact on African-Americans and other racial and/or ethnic minorities as a class.

Respondent denies Charging Party's allegations. Respondent admits that Charging Party applied for a position in its Collections Department, and that Respondent ran a credit check on Charging Party as part of the application process. Respondent contends that the credit check revealed

EEOC Letter of Determination  
Charge No. 436-2011-00409  
Page 2 of 2

Charging Party was outside of Respondent's guidelines and that it stopped her application process at that time. Respondent contends that the credit check was job-related and consistent with business necessity, and that the successful candidate for the position was African-American.

Examination of Respondent's applicant data establishes Respondent had a policy or practice of conducting a background check during the application process which included a credit check. The evidence further reveals that based on its credit check policy, Respondent excluded certain applicants from employment consideration based on the applicants' credit reports. Statistical evidence establishes that Respondent's credit check policy had a disparate impact on African-American applicants in that it excluded a statistically significant percentage of African-American applicants. Respondent has not maintained or produced evidence of validation studies regarding the adverse impact of the use of this employment selection procedure. Moreover, Respondent failed to show the policy and practice is job-related and consistent with business necessity per 29 C.F.R. 1607 and The Uniform Guidelines on Employee Selection Procedures (UGESP, 1978).

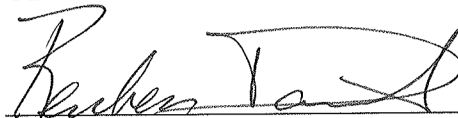
Accordingly, there is sufficient evidence to conclude that Respondent implemented and maintained a credit check policy through at least April 30, 2011 that had a disparate impact on African-American applicants as a class on the basis of race, in violation of Title VII.

The Commission makes no findings with regard to any other allegations of the charge. This does not, however, certify that Respondent is in compliance with Title VII, with respect to all other claims asserted in Charging Party's charge.

Upon finding there is reason to believe a violation has occurred the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of Sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation.

If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On Behalf of the Commission:



Reuben Daniels, Jr.,  
District Director

JAN 28 2015

Date

# **Exhibit 2**

## MEDIATION AND TOLLING AGREEMENT

This Mediation and Tolling Agreement (the "Agreement"), is made by and between TD Bank, N.A. ("TD Bank") and Regina Robinson ("Robinson"). This agreement is for the benefit of Robinson and "Potential Plaintiffs" as that term is defined in this Agreement. "Potential Plaintiffs" are those African-American applicants for employment with Carolina First Bank who allegedly were denied employment with Carolina First Bank between April 29, 2010 and April 30, 2011 (when Carolina First Bank stopped performing credit checks on applicants), in whole or in part because of information contained in their credit report.

WHEREAS, on or about February 22, 2011, Robinson filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC"), against Carolina First Bank, The South Financial Group and TD Bank, N.A., EEOC Charge No. 436-2011-00409, alleging that Carolina First Bank's credit check practices had a disparate impact on African-American applicants in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII") (the "Action");

WHEREAS, on September 30, 2010, TD Bank Financial Group acquired The South Financial Group and merged Carolina First Bank with TD Bank;

WHEREAS, on April 30, 2011, Carolina First Bank stopped performing credit checks on applicants, pursuant to its merger with TD Bank;

WHEREAS, on or about October 27, 2011, the EEOC issued a Notice of Right to Sue dismissing the Action stating that it was unable to conclude there was a violation of the law based on the facts alleged in the Action;

WHEREAS, on or about January 17, 2012, the EEOC issued a notice of its reconsideration of the October 27, 2011 dismissal and revoked the dismissal;

WHEREAS, the EEOC issued a Determination dated January 28, 2015, stating that the EEOC had found sufficient evidence to conclude that Carolina First Bank's credit check practices through April 30, 2011 had a disparate impact on African American applicants as a class on the basis of race in violation of Title VII (the "Determination");

WHEREAS, on or about May 7, 2015, the EEOC issued a Notice of Right to Sue (Conciliation Failure) in the Action because the EEOC could not obtain a settlement between the parties and the EEOC decided that it will not bring suit based on the Determination;

WHEREAS, Robinson has indicated that, in the event her claims (on her own behalf and on behalf of Potential Plaintiffs) are not settled and resolved, she intends to file a lawsuit (on her own behalf and on behalf of Potential Plaintiffs) alleging that



Carolina First Bank's credit check practices had a disparate impact on African-American applicants as a class on the basis of race in violation of Title VII (the "Claim"):

WHEREAS, counsel for Robinson and TD Bank have agreed to mediate the Claim before Hunter Hughes, Esq., a professional mediator with substantial experience in disparate impact matters, or another agreed-upon mediator in the event that Mr. Hughes is not available to mediate;

WHEREAS, the parties have agreed to exchange certain information and documentation prior to mediation of the Claim;

WHEREAS, pending the conclusion of mediation, the parties have agreed to toll the statutes of limitation with respect to the Claim;

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Robinson and TD Bank hereby agree as follows:

1. **Tolling Provision.** The ninety (90) day statute of limitations specified in 42 U.S.C. § 2000e-5(f)(1), shall not run against Robinson with respect to the Claim, and the same shall be tolled, during the period from May 19, 2015, until either: (1) fourteen (14) days after any party gives written notice of cancellation to the other party; or (2) the date of a court's Preliminary Approval of any settlement reached between the parties with respect to the Claim. Neither party shall put forward or rely upon the period of time while this Agreement is in effect as a bar or laches or for any other purpose to defeat the referenced Claim. This paragraph does not apply to claims made to enforce this Agreement.

2. **Use of Agreement.** During the term of this Agreement, Robinson and her counsel shall refrain and forebear from commencing, instituting, filing or prosecuting any lawsuit, arbitration, action, or other proceeding against TD Bank raising the Claim or any other claims asserted, or which could have been asserted, in the Action. Nothing in this Agreement shall preclude TD Bank from asserting any bar or defense to the Claim or any other claims that may arise under state or federal law, including, but not limited to, any statute of limitations defenses, with the sole exception that TD Bank may not base any statute of limitations defense to the Claim, in whole or in part, upon the passage of time during the tolling described in paragraph 1 of this Agreement. This Agreement shall not be offered into evidence for any purpose other than to prove that the applicable statutes of limitation as to the Claim has been tolled. Should this Agreement be offered into evidence for the purpose described above, the party submitting it into evidence shall submit it under seal or redact any portion of the Agreement not relevant to the purpose of proving that the statutes of limitation as to the Claim have been tolled.

3. **Confidential Exchange of Information.** The mediation process, including the period prior to the actual mediation and information exchanged by the parties prior to mediation outside formal discovery, shall be considered a settlement

negotiation for the purpose of all federal and state rules protecting disclosures made from later discovery or use in evidence. The entire process shall be confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All communications, oral or written, made during the mediation process by any party or a party's agent, employee, or attorney, are confidential and, where appropriate, are to be considered work product and privileged. Such communications, statements, promises, offers, views and opinions shall not be subject to any discovery or admissible for any purpose whatsoever, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with this mediation process. Any information, communications, documents, statements, promises, offers, views and opinions provided by any party to another party shall not be subject to any discovery or admissible for any purpose, and are understood by all parties to be provided for "settlement purposes only" in anticipation of this mediation. The parties agree to delete or destroy copies and originals of any such documents received by another party (1) once notified by the other party that negotiations have reached an impasse, or (2) once a court finally approves a settlement agreement between the parties, provided, however, that counsel may retain a copy of the documents received for its archival records.

4. **Modification.** This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

5. **Successors.** This Agreement shall bind and benefit each of the parties and their respective predecessors, successors, and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

7. **Execution of Counterparts.** Separate counterparts of this Agreement may be executed by the parties with the same force and effect as if all such parties had executed a single copy of this Agreement. Faxed and electronically transmitted copies shall be treated as originals.

8. **Authority to Bind.** Each counsel executing this Agreement represents and warrants that he or she has been authorized to enter into this Agreement on behalf of the party on whose behalf it is signed and that signatory has full and complete authority to do so.

9. **No Admission.** This Agreement shall not constitute or be deemed to be an admission by any party to this Agreement with respect to the merits of the parties' claims or defenses.

10. **Notices.** Any notice, request, instructions or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Robinson, addressed to:

Juno Turner, Esq.  
Outten & Golden, LLP  
3 Park Avenue, 29<sup>th</sup> Floor  
New York, NY 10016

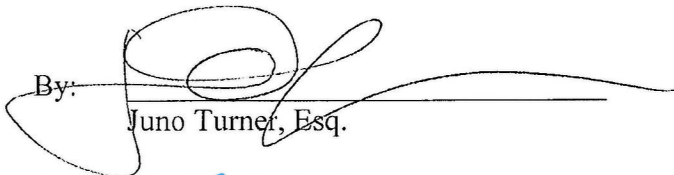
If to TD Bank, N.A., addressed to:

Jonathan Shapiro, Esq.  
Littler Mendelson, P.C.  
One Monument Square  
Suite 600  
Portland, ME 04101

Dated: 7/17, 2015

On behalf of Regina Robinson

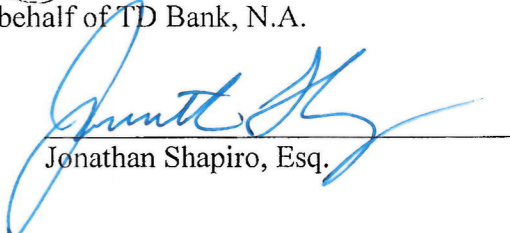
By:

  
Juno Turner, Esq.

Dated: 7/23, 2015

On behalf of TD Bank, N.A.

By:

  
Jonathan Shapiro, Esq.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Alleges Carolina First Bank's Job Applicant Credit Checks Disproportionately Harmed African Americans](#)

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