

SETTLEMENT AGREEMENT

This settlement agreement is between George Boskie, Hadel Toma, and Terry Keller, individually and as representatives of classes of persons identified below, and backgroundchecks.com LLC, a Delaware limited liability company that is successor by conversion to e-backgroundchecks.com, Inc., a Texas corporation. Additionally, Settlement Class Counsel and Defendant's Counsel (as defined below) are Parties to this settlement agreement for the limited purposes of those provisions that explicitly identify them.

Article 1 Background

- (a) On September 8, 2016, Plaintiff Boskie filed an action styled *Boskie v. Backgroundchecks.com*, in the Court of Common Pleas, Philadelphia County in the State of Pennsylvania. The Complaint alleged that Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“**FCRA**”) when it allegedly prepared consumer reports on Plaintiff Boskie and on putative classes alleged to be similarly situated.
- (b) On October 17, 2016, Defendant removed the case to the United States District Court for the Eastern District of Pennsylvania.
- (c) On November 18, 2016, Defendant filed an Answer to the Complaint and a Motion to Transfer Venue to the United States District Court for the Northern District of Texas. After briefing and oral argument, on February 14, 2017, Judge Eduardo C. Robreno of the United States District Court for the Eastern District of Pennsylvania granted Defendant's Motion to Transfer Venue and transferred the case. The case was assigned Civil Action No. 3:17-cv-0782-M in the United States District Court for the Northern District of Texas (the “**Federal Court Case**”).

- (d) On June 21, 2017, Plaintiffs Boskie, Toma, and Keller filed their First Amended Complaint. The First Amended Complaint alleged that Defendant violated the **FCRA** when it allegedly prepared consumer reports on each Plaintiff and on putative class members alleged to be similarly situated.
- (e) Defendant and Plaintiffs in the Federal Court Case completed substantial formal and informal discovery, including written discovery and document production.
- (f) On December 15, 2017, Defendant and Plaintiffs agreed to stay all deadlines in the Federal Court Case to pursue private mediation.
- (g) On March 8, 2018, Defendant and Plaintiffs conducted an arms-length, contentious, lengthy, and complicated in-person mediation session with Rodney Max, a well-respected mediator with substantial experience in mediating disputes arising under the FCRA. Representatives of Settlement Class Counsel (specifically, E. Michelle Drake, Patrick F. Madden, and John G. Albanese of Berger & Montague, P.C. and Ryan Allen Hancock of Willig, Williams and Davidson), Defendant's Counsel, and representatives from Defendant's insurance carriers participated in the mediation. During that session, Plaintiffs and Defendant made significant progress towards reaching a settlement to resolve all claims in the case.
- (h) Subsequent to the mediation session, the Parties continued the settlement discussions resulting in the agreement memorialized in this settlement agreement.
- (i) During the course of this matter and during the mediation process, Plaintiffs determined that the violations alleged in the First Amended Complaint related primarily to Defendant's provision of information to other consumer reporting agencies and not directly to the end user of the information.

- (j) Further, the Parties determined that, due to the nature of Defendant's business and its role in the background screening industry, Defendant is likely to sell information about members of the Injunctive Relief Class (defined in Section 2.1) in the future, and, therefore, those members are likely to raise the same issues and concerns regarding that provision of information in the future, whether yet resolved in law or not, unless substantial changes are implemented in a settlement agreement. Accordingly, the most effective way to afford those class members full and final relief in a negotiated resolution of their claims is to implement a program of injunctive relief.
- (k) The injunctive relief represents a substantial change from industry practice and the Parties further believe that the injunctive relief provides reasonable and legally compliant practices for the provision of information from researcher agents to consumer reporting agencies.
- (l) With respect to the HomeAdvisor Class (defined in Section 2.2) during the course of the Federal Court Case and the mediation process, Plaintiffs determined that the alleged violations of the FCRA asserted by members of the HomeAdvisor Class raise the possibility of pecuniary harm since the disputed data was provided directly to an end user and therefore monetary relief should be afforded – in addition to the program of injunctive relief.
- (m) In light of the uncertainty in the law regarding federal jurisdiction after the decision in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016) and to ensure that this settlement agreement is effectuated and binding, the Parties decided to present this settlement agreement in a state court of competent jurisdiction.

- (n) On August 30, 2018, Plaintiffs voluntarily dismissed, without prejudice, their claims (and those of the putative class members) in the Federal Court Case.
- (o) On February 25, 2019, Plaintiffs refiled their claims, and those of the putative classes, in the Court of Common Pleas for Lexington County, South Carolina (the “**State Court**”). The case is currently pending and captioned George Boskie, Hadel Toma and Terry Keller v. backgroundchecks LLC, Case No. #2019CP3200824 in the Court of Common Pleas for Lexington County, South Carolina (the “**Litigation**”).

Article 2 Class Definitions for Settlement Purposes

Section 2.1 Injunctive Relief Class

“**Injunctive Relief Class**” means all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant’s public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to the date when the Court enters its order of Preliminary Approval. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, and the judge overseeing the Litigation. The Parties are informed and believe the Injunctive Relief Class consists of at least tens of millions of individuals.

Section 2.2 HomeAdvisor Class

“**HomeAdvisor Class**” means all natural persons residing in the United States or the District of Columbia who were the subject of one or more reports that Defendant prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to the date when the Court enters its order of Preliminary Approval, which report or reports contained one or more criminal records where the reported disposition in the incident (a) was either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven

years. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, any person who validly opts out of the settlement pursuant to Section 4.6, and the judge overseeing the Litigation. The Parties are informed and believe the HomeAdvisor Class consists of approximately 5,385 individuals.

Article 3 MOTION FOR PRELIMINARY APPROVAL

Section 3.1 Jurisdiction

The Parties agree to pursue approval of this settlement agreement in the State Court and to conduct all settlement proceedings in the Litigation in the State Court. The Parties shall request that the State Court retain jurisdiction to enforce this settlement agreement. Should the State Court lose or decline to exercise jurisdiction in advance of this settlement agreement being finally approved and all required payments being made, orders entered, and the entirety of this settlement agreement being effectuated, then (a) the Parties intend for the terms of this settlement agreement to be enforced, and (b) the Parties shall re-file this Litigation, for settlement purposes only, in a mutually acceptable court of competent jurisdiction (including, but not limited to, the court in which the Federal Court Case was finally pending—the “**Alternate Settlement Jurisdiction**”) to effectuate this settlement agreement. If the Parties do not agree on a mutually acceptable Alternate Settlement Jurisdiction for purposes of presenting this settlement agreement within 30 days of the State Court losing or declining to exercise jurisdiction, Plaintiffs (unanimously, as a group) and Defendant shall each propose a court, or courts, of appropriate jurisdiction to Rodney Max and shall abide by his decision regarding the designation of an Alternate Settlement Jurisdiction for further presentation of this settlement agreement for approval.

The Parties have entered into a tolling agreement. The tolling agreement is intended to ensure that the claims which are the subject of this settlement are not extinguished or diminished in any way by the Parties' decision to dismiss the action from federal court and re-file it in State Court and/or any Alternate Settlement Jurisdiction for purposes of settlement approval.

In the event the Settlement does not achieve final approval in State Court for a reason other than the State Court's loss of or declination of jurisdiction, Plaintiffs may dismiss their claims in State Court and re-file them in the court in which the Federal Court Case was finally pending and the Parties will, in all respects, be in the same position they were in at the time the case was stayed for purposes of effectuating this settlement.

Section 3.2 Filing of Motion for Preliminary Approval

Within 14 days of the Parties fully executing this settlement agreement, Settlement Class Counsel shall file this settlement agreement with the State Court, together with a motion for Preliminary Approval that seeks entry of an order substantially in the form attached hereto as Exhibit A that would do the following, for purposes of this settlement agreement only (entry of that order being the "**Preliminary Approval**"):

- (a) certify two conditional settlement classes composed of the HomeAdvisor Class Members and the Injunctive Relief Class Members;
- (b) preliminarily approve this proposed settlement agreement;
- (c) approve the proposed mail notice to the HomeAdvisor Class Members (the "**HomeAdvisor Class Mail Notice**") in a form substantially similar to Exhibit B;
- (d) approve the proposed long form notice to the HomeAdvisor Class Members (the "**HomeAdvisor Class Long Form Notice**") in a form substantially similar to Exhibit C;
- (e) approve the HomeAdvisor Class notice plan, described in Section 4.3;

- (f) approve the proposed long form notice to the Injunctive Relief Class Members (the **“Injunctive Relief Class Long Form Notice”**) in a form substantially similar to Exhibit D;
- (g) approve the proposed publication notice to the Injunctive Relief Class Members (the **“Injunctive Relief Publication Notice”**) in a form substantially similar to Exhibit E;
- (h) approve the Injunctive Relief Class notice plan, described in Section 5.1;
- (i) certify Plaintiff Boskie as the representative of the HomeAdvisor Class;
- (j) certify Plaintiffs Boskie, Toma and Keller as the representatives of the Injunctive Relief Class;
- (k) appoint Settlement Class Counsel as counsel for all HomeAdvisor Class Members and Injunctive Relief Class Members; and
- (l) appoint a Settlement Administrator acceptable to the Parties (the **“Settlement Administrator”**) to perform the duties that this settlement agreement assigns to the Settlement Administrator.

Section 3.3 Retention of Settlement Administrator

The Parties shall hire the Settlement Administrator. The Parties shall ensure that the agreement by which the Settlement Administrator is hired contractually imposes upon the Settlement

Administrator all of the duties that this settlement agreement assigns to the Settlement Administrator.

Article 4 HomeAdvisor Class Settlement

Section 4.1 HomeAdvisor Class Settlement Fund

Subsection 4.1.1 Creation of Settlement Fund

“**Settlement Fund**” means \$834,675 plus income earned thereon, if any. The Settlement Fund is a common fund created as a result of the Litigation. Interest earned, if any, on the Settlement Fund will be for the benefit of the Settlement Fund if the Effective Date occurs.

Subsection 4.1.2 Capped Fund

The Settlement Fund is the limit of Defendant’s monetary liability under this settlement agreement to the HomeAdvisor Class Members. In addition to the Settlement Fund, Defendant is responsible for its own attorneys’ fees and for its costs associated with creation of the class list under Subsection 4.3.1. The Settlement Fund includes all monetary benefits to the HomeAdvisor Class, including attorneys’ fees awards, incentive and service awards, individual damages, costs of class notice, costs of administration, and all other costs and expenses associated with this settlement agreement as it pertains to the HomeAdvisor Class. Under no circumstances will Defendant be liable under this settlement agreement to pay any amounts other than the Settlement Fund as it relates to the HomeAdvisor Class. Other than establishing the Settlement Fund, Defendant will have no responsibility for, or liability related to, the payment of any attorneys’ fees to the Settlement Class Counsel under Subsection 4.8.1, payment of any individual service award under Subsection 4.8.2, payment of any amounts to the Settlement Administrator under Section 4.4, or any payments to HomeAdvisor Class Members under Subsection 4.8.3. The sole source of any payment of these amounts will be the Settlement Fund.

Subsection 4.1.3 Creation of Settlement Fund Account

The Settlement Administrator must establish an account to hold the Settlement Fund. The account must be a qualified Settlement Fund or equivalent, interest-bearing escrow account at an FDIC-insured bank selected by the Parties. The Settlement Administrator must promptly notify the Parties of the date of the establishment of the account. The Settlement Administrator must not commingle the Settlement Fund with any other funds. The Settlement Administrator may hold the Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government.

Subsection 4.1.4 Deposit of Settlement Fund

Within 7 days after Preliminary Approval, Defendant shall transfer \$20,000.00 of the Settlement Fund to the Settlement Administrator, by draft or by wire, for the purpose of effectuating notice to the HomeAdvisor Class. Within 7 days after the Effective Date, Defendant shall transfer the remainder of the Settlement Fund to the Settlement Administrator, by draft or by wire.

Subsection 4.1.5 Control of Settlement Fund

Settlement Class Counsel and Defendant's Counsel shall direct the Settlement Administrator to make distributions from the Settlement Fund only in accordance with this settlement agreement and orders of the Court.

Section 4.2 Settlement Fund Tax Status**Subsection 4.2.1** Qualified Settlement Fund

To the extent that the Settlement Fund earns any income:

- (a) the Parties shall treat the Settlement Fund as being at all times a "qualified Settlement Fund" within the meaning of Treas. Reg. 1.468B-1;

- (b) the Settlement Administrator must timely make such elections as necessary or advisable to carry out the provisions of this Subsection 4.2.1, including the “relation back election” (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date;
- (c) the Settlement Administrator must make those elections in compliance with the procedures and requirements contained in those regulations;
- (d) the Settlement Administrator must timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter file the necessary documentation; and
- (e) the Settlement Administrator must ensure that the necessary documentation is consistent with this Section 4.2.

Subsection 4.2.2 Administrator

For the purpose of Treasury Regulation 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the Settlement Administrator, if those regulations apply to this settlement agreement. To the extent the Settlement Fund earns any income, the Settlement Administrator must timely and properly file all informational and other tax returns necessary or advisable related to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). The Settlement Administrator must ensure that any such returns are consistent with this Section 4.2.

Subsection 4.2.3 Payment of Taxes and Tax Expenses

The Settlement Administrator must pay out of the Settlement Fund all (a) local, state, and federal income taxes (including both estimated and actual taxes, and including tax detriments imposed on any of the Released Persons, and including interest or penalties on those taxes or tax detriments), related to income earned by the Settlement Fund or related to income earned by the

Settlement Fund for any period when the Settlement Fund earns income, but does not qualify as a “qualified Settlement Fund” for federal or state income tax purposes (“**Taxes**”), and

(b) expenses and costs incurred for the operation and implementation of this Section 4.2, including expenses of tax attorneys, accountants, and other professionals and of mailing and distribution related to filing (or failing to file) tax elections or returns described in this Section 4.2 (the “**Tax Expenses**”). The Settlement Administrator must timely pay any Taxes and Tax Expenses out of the Settlement Fund without prior order from the Court. The Settlement Administrator must (despite anything in this settlement agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(l), if it applies to this settlement agreement). The Parties shall cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 4.2. The Released Persons have no liability for any Taxes or Tax Expenses. The Settlement Administrator must indemnify and hold the Released Persons harmless for Taxes and Tax Expenses (including Taxes payable by reason of any such indemnification).

Section 4.3 HomeAdvisor Class Notice Plan

Subsection 4.3.1 Preparation and Production of HomeAdvisor Class List

Defendant shall provide the Settlement Administrator with the HomeAdvisor Class list within 7 days after Preliminary Approval. Defendant has represented, and Plaintiffs have relied on the representation, that there are no more than approximately 5,385 HomeAdvisor Class Members. Defendant shall use reasonable methods to prepare the class list so that it names each

HomeAdvisor Class Member. Defendant shall use reasonable methods to remove from the class

list those HomeAdvisor Class Members, if any, that Defendant believes have previously released their claims against Defendant. When Defendant provides the class list to the Settlement Administrator, Defendant shall provide Settlement Class Counsel with the reasons for each removal. Settlement Class Counsel shall then have 7 days to object to such removal. Any such objections shall be resolved by the Court. Defendant shall use reasonable methods to de-duplicate the class list. In addition to the names of the prospective HomeAdvisor Class Members on the class list, Defendant shall use reasonable methods to provide the most recent physical address found in Defendant's databases for each prospective HomeAdvisor Class Member, to the extent such information exists and can be systematically retrieved from those databases. To the extent that Defendant does not supply an address for any HomeAdvisor Class Member, Defendant shall supply a Social Security number and date of birth, to the extent such information exists and can be systematically retrieved from those databases.

Subsection 4.3.2 Use of Class List

The Settlement Administrator must use its best efforts to determine mailing addresses for any HomeAdvisor Class Member for who Defendant does not have a mailing address in its databases, and to verify and update the addresses which Defendant provides. The Settlement Administrator must electronically check and update the mailing addresses against the USPS National Change of Address database. The Settlement Administrator must not use any part of the class list for any purpose other than carrying out its duties under this settlement agreement. The Settlement Administrator must not disclose any part of the class list other than as necessary to carry out its duties under this settlement agreement. To the extent Settlement Class Counsel receives information from the class list that personally identifies class members, that information

will be subject to the protective order entered in this Litigation or in the Federal Court Case. The Settlement Administrator must destroy the class list within 200 days after the Effective Date.

Subsection 4.3.3 Notice Process

For purposes of providing Court-approved class notices and establishing that the Parties have given the best practicable notice to the HomeAdvisor Class, the Settlement Administrator must provide class notice to the HomeAdvisor Class as follows.

(a) Mail Notice

Within 20 days after Preliminary Approval, the Settlement Administrator must send the HomeAdvisor Class Mail Notice by standard U.S. mail, postage prepaid, to each HomeAdvisor Class Member identified on the class list. The HomeAdvisor Class Mail Notice must contain the following categories information: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members. The HomeAdvisor Class Mail Notice must also contain information about the HomeAdvisor Settlement Website (described in Subsection 4.3.3(b)) and the telephone assistance program (described in Subsection 4.3.4). For any HomeAdvisor Class Mail Notice returned to the Settlement Administrator with a forwarding address within 80 days after the date that the Settlement Administrator first mailed the HomeAdvisor Class Mail Notices (that date being the “**Notice Date**”), the Settlement Administrator must re-mail the HomeAdvisor Class Mail Notice to the provided forwarding address within 5 days of receiving any such returned HomeAdvisor Class Mail Notice, if the Settlement Administrator’s determines (in its reasonable discretion) that re-mailed notice would

be effective or if the Parties jointly request. If a forwarding address is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must file proof of the mailing of the HomeAdvisor Class Mail Notices with the Court. Neither the Parties nor the Settlement Administrator must have any further obligation to send notice to HomeAdvisor Class Members.

(b) Internet Notice

The Settlement Administrator must establish an internet website for purposes of facilitating notice to, and communicating with, HomeAdvisor Class Members (the “**HomeAdvisor Settlement Website**”). The Settlement Administrator must make the HomeAdvisor Settlement Website accessible no later than three days after Preliminary Approval. The Settlement Administrator must set forth the following information on the HomeAdvisor Settlement Website: (i) the operative complaint; (ii) the full text of this settlement agreement; (iii) the HomeAdvisor Class Long Form Notice; (iv) the order of Preliminary Approval and other relevant orders of the Court; (v) other documents from the Litigation that the Parties jointly determine to be appropriate; (vi) a mutually agreed section of frequently asked questions; and (vii) contact information for Settlement Class Counsel and the Settlement Administrator. The HomeAdvisor Settlement Website shall also include an online form HomeAdvisor Class Members may use to update their mailing address. The Settlement Administrator must not include any other language on the HomeAdvisor Settlement Website in addition to the above-listed documents, except with written approval of the Parties or the Court. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must file proof of the establishment and maintenance of the HomeAdvisor Settlement Website with the Court. Approximately 100 days after the

14

Effective Date, the Settlement Administrator must remove all information from the HomeAdvisor Settlement Website other than this settlement agreement and the Final Approval Order. The Settlement Administrator must disestablish the HomeAdvisor Settlement Website within 120 days after mailing the Payment Notices. If the Settlement Administrator established the HomeAdvisor Settlement Website with a top-level domain name, the Settlement Administrator must transfer ownership of the domain name to Defendant promptly after disestablishing the HomeAdvisor Settlement Website.

Subsection 4.3.4 Telephone Assistance Program

The Settlement Administrator must establish and staff a toll-free telephone number to answer questions from HomeAdvisor Class Members. The Settlement Administrator must activate the toll-free number no later than three days after Preliminary Approval. The toll-free number must have a voice response unit (“**VRU**”) that allows HomeAdvisor Class Members to listen to answers to frequently asked questions, as well as an option for class members to leave a message to receive a return phone call from the Settlement Administrator. The Settlement Administrator must provide these services in English and include a VRU option for callers who speak Spanish. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must file proof with the Court of the establishment and maintenance of the telephone assistance program described in this subsection. The Settlement Administrator must deactivate the toll-free number within 120 days after the mailing of the Payment Notices.

Section 4.4 Expenses of Notice and Administration

Subsection 4.4.1 Invoices Required

The Settlement Administrator must invoice all notice, claim, and other administration costs, excluding the costs associated with Defendant's creation of the class list under Section 4.3 and the CAFA Notice under Section 4.5.

Subsection 4.4.2 Amount of Charges

The Settlement Administrator may charge the amounts set out in the agreement by which the Parties hire the Settlement Administrator for the administration of the HomeAdvisor Class. Subject to approval of the Parties, the Settlement Administrator may retain this amount from the Settlement Fund to pay for settlement administration. If approved by the Parties, the Settlement Administrator may pay to itself an additional amount equal only to additional out-of pocket expenses or administrative costs that the Settlement Administrator reasonably incurs and did not originally contemplate in the agreement, but only to the extent that (a) the additional expenses, together with the expenses originally contemplated in the statement and actually expended, exceed the total amount contemplated in the agreement and (b) amounts remain in the Settlement Fund after the completion of all distributions other than those contemplated in Section 4.9. Settlement Class Counsel shall bring any disputes relating to this Subsection 4.4.2 to the Court for resolution.

Subsection 4.4.3 HomeAdvisor Class expenses are Paid from Settlement Fund

No expenses associated with notice, claims, and other administration costs associated with the settlement of the claims of the HomeAdvisor Class will increase the amount paid by Defendant as part of settling these claims under any circumstances. All payments will come from the Settlement Fund.

Subsection 4.4.4 Reserve for Expenses

The Settlement Administrator must reserve for all payments to itself associated with the administration of the settlement of the claims of the HomeAdvisor Class from the Settlement Fund before calculating the net settlement payments to HomeAdvisor Class Members.

Section 4.5 Notice Under Class Action Fairness Act of 2005

If the Parties file this settlement agreement in federal court (including the court in which the Federal Court Case was finally pending) for purposes of court approval, Defendant shall at its own expense send the notice required by 28 U.S.C. § 1715 (the “**CAFA Notice**”) not later than 10 days after the Parties file this settlement agreement in federal court.

Section 4.6 Procedures for Opt-outs**Subsection 4.6.1 Opt-Out Process**

The HomeAdvisor Class Mail Notice must contain information about how a HomeAdvisor Class Member may opt out of this settlement agreement, including the potential implications of doing so. A proposed HomeAdvisor Class Member may request to be excluded from the class of HomeAdvisor Class Members by sending and not revoking a written request for exclusion to the Settlement Administrator, addressed to “Exclusion Requests – *Boskie* Settlement Administrator.” To be valid, the proposed HomeAdvisor Class Member’s opt-out request must contain the proposed HomeAdvisor Class Member’s name, original signature, current postal address, and current telephone number, the last four digits of the proposed HomeAdvisor Class Member’s Social Security number, and a statement that the proposed HomeAdvisor Class Member wants to be excluded from the class of HomeAdvisor Class Members. To be valid, opt-out requests must be postmarked no later than 96 days after the Notice Date. To be valid, a request must not

purport to opt out of the class of the HomeAdvisor Class Members for a group, aggregate, or

17

class involving more than one consumer. Requests for exclusions that do not comply with the requirements in this Subsection 4.6.1 are invalid. A HomeAdvisor Class Member may revoke an opt-out request in writing. To be valid, opt-out revocations must be postmarked no later than 45 days after the Notice Date.

Subsection 4.6.2 List of Opt-Outs

No later than five business days after the deadline for submission of opt-out requests, the Settlement Administrator must provide to Settlement Class Counsel and Defendant's Counsel a complete list of all persons who have validly opted out of the class of HomeAdvisor Class Members together with copies of the opt-out requests. Settlement Class Counsel and Defendant's Counsel shall not disclose or use the list except for the purpose of carrying out their responsibilities under this settlement agreement, and for purposes of memorializing the list of opt-outs in connection with proceedings seeking Final Approval.

Subsection 4.6.3 Representation of Opt-Outs

Settlement Class Counsel affirm that this settlement agreement is fair, reasonable, and in the best interest of the HomeAdvisor Class Members. Settlement Class Counsel shall, if contacted, not represent any such opt-outs but shall refer any such opt-outs to the applicable local or state bar association (or, if the local or state bar does not operate a referral service, a local or state legal aid group) for appropriate counsel in any subsequent action against any Released Person.

Section 4.7 Objections from HomeAdvisor Class Members

Any HomeAdvisor Class Member who does not opt out, but who instead wants to object to this settlement agreement may do so only as follows.

Subsection 4.7.1 Notice of Intent to Object

To be effective, an objection must be made by an individual HomeAdvisor Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated HomeAdvisor Class Member, not by the act of another person acting or purporting to act in a representative capacity. For an objection to be effective, a notice of intent to object to this settlement agreement must be (a) filed with the clerk of the State Court not later than 96 days after the Notice Date; (b) in compliance with all applicable laws and rules; and (c) sent to the Settlement Administrator by U.S. mail, postmarked no later than 96 days after the Notice Date.

Subsection 4.7.2 Contents of Objection

To be effective, an objection must contain: (a) the objecting HomeAdvisor Class Member's name, address, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting HomeAdvisor Class Member intends to appear at the Final Fairness Hearing; and (e) a written statement detailing the specific basis for each objection, including any legal and factual support that the objecting HomeAdvisor Class Member wishes to bring to the Court's attention and any evidence the objecting HomeAdvisor Class Member wishes to introduce in support of the objection.

Subsection 4.7.3 Additional Contents for Represented Members

To be effective, an objection submitted through an attorney must contain, in addition to the information set forth in Subsection 4.7.2: the identity, mailing address, email address, fax number, phone number for the counsel by whom the HomeAdvisor Class Member is represented.

Subsection 4.7.4 No Payments to Objectors or Objectors' Counsel

The Parties, Settlement Class Counsel, and Defense Counsel shall not make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal or release of

19

the objection, except with approval of the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Section 4.8 Payments

Subsection 4.8.1 Attorneys' Fees

(a) Request for Attorneys' Fees

No fewer than 14 days before the deadline for objections and opt-out requests, Settlement Class Counsel shall file a request to the Court for payment from the Settlement Fund of attorneys' fees and costs incurred for the prosecution and settlement of the claims by the HomeAdvisor Class. Settlement Class Counsel shall not request more than one-third of the total Settlement Fund for attorneys' fees. Class Counsel may also request reimbursement for their costs. To the extent the Court approves an award of attorneys' fees or costs in an amount less than the above amount, the difference will remain in the Settlement Fund.

(b) Settlement is not Contingent on Attorneys' Fees

This settlement agreement is not conditional on the Court's approval of attorneys' fees or costs in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of this settlement agreement. The Court's ruling on the request will not terminate or cancel this settlement agreement or give the Plaintiffs or Settlement Class Counsel a right or option to do so.

(c) Payment of Attorneys' Fees

Out of the Settlement Fund, the Settlement Administrator must pay attorneys' fees and costs incurred for the prosecution and settlement of the claims by the HomeAdvisor Class within 7 days after the Effective Date in an amount that the Court approves.

Subsection 4.8.2 Individual Service Award to the Plaintiff

(a) Application for Individual Service Award

No fewer than 14 days before the deadline for objections and opt-out requests, Settlement Class Counsel shall apply to the Court for an individual service award, not to exceed \$3,500, to be paid to Plaintiff Boskie in recognition of his service as class representative of the HomeAdvisor Class, the Injunctive Relief Class, and in consideration for Plaintiff Boskie's execution of the General Release attached as Exhibit F. Plaintiff Boskie shall execute the General Release no later than 5 days after the Effective Date of the Settlement. Defendant does not and shall not oppose such an application. To the extent the Court approves an individual service award in an amount less than the amount requested, any difference will remain in the Settlement Fund.

(b) Settlement is not Contingent on Individual Service Award

This settlement agreement is not conditional on the Court's approval of individual service awards in the amount applied for or in any amount whatsoever. The Court's ruling on the application will not terminate or cancel this settlement agreement or give the Plaintiffs or Settlement Class Counsel a right or option to do so.

(c) Payment of Individual Service Award

Out of the Settlement Fund, the Settlement Administrator must pay the individual service award awarded to Plaintiff Boskie within 7 days after the Effective Date in an amount that the Court approves.

Subsection 4.8.3 HomeAdvisor Class Member Payments

Each HomeAdvisor Class Member whose HomeAdvisor Class Mail Notice is sent and not returned as undeliverable is entitled to payment under the process set forth in this Subsection 4.8.3 in a gross amount equal to a *pro rata* share of the Net Settlement Fund. “**Net Settlement Fund**” means the Settlement Fund less all amounts paid or reserved for other amounts to be paid out of the Settlement Fund, including attorneys’ fees that the Court approves, any individual service award that the Court approves, and costs of notice and administration related to the HomeAdvisor Class.

(a) Distribution Plan

Within 15 days after the Effective Date, the Settlement Administrator shall make payments to HomeAdvisor Class Members in the amount set forth in this settlement agreement via U.S. mail. The Settlement Administrator shall not mail any payments to those HomeAdvisor Class Members for whom the Settlement Administrator was unable to determine a mailing address or whose HomeAdvisor Class Mail Notices were returned to the Settlement Administrator as undeliverable.

(b) Disbursement Specifications

All checks issued to HomeAdvisor Class Members must be drawn on the escrow account holding the Settlement Fund. The Settlement Administrator must ensure that all settlement checks state that the cashing, deposit, or other negotiation of the check binds the recipient as follows: “This payment is tendered to you as a class member in *Boskie v. backgroundchecks.com LLC*, Case No. #2019CP3200824 (S.C. Lexington Cnty. Ct. Comm. Pleas) in consideration for your release of the Released Persons as set forth in the Settlement Agreement.” The Settlement Administrator must send a written notice with the payment checks, stating to the recipients that the checks must

22

be deposited or cashed within 90 days from the date on the notice and that the checks will not be valid after that date (the “**Payment Notices**”). The Settlement Administrator must ensure that, if a check has not been deposited or cashed within 90 days after the date on the Payment Notices, the amount of the check remains in the Settlement Fund for further distribution in accordance with this settlement agreement.

Section 4.9 Distribution of Excess Funds

If any excess funds remain in the Settlement Fund after all distributions have been made in accordance with this settlement agreement, the Settlement Administrator must distribute the following amounts, in the following order: (a) to the extent any balance remains, to itself to the extent any reasonable additional fees and costs of administration have accrued as described in Subsection 4.4.2.; and (b) to the extent any balance remains, (i) not less than 50% (or however much the Court orders) of any remaining balance to the South Carolina Bar Foundation in accordance with South Carolina Rule of Civil Procedure 23(e) and (ii) the remainder of the remaining balance to Southern Center for Human Rights. After negotiation of all payments made from the Settlement Fund, Settlement Class Counsel, and Defendant’s Counsel shall meet and confer to determine whether any further distribution is necessary in advance of making the *cy pres* donation described in this Section.

Section 4.10 Release by HomeAdvisor Class Members

Subsection 4.10.1 Release

As of the Effective Date, all members of the HomeAdvisor Class fully, finally, completely, and forever release and discharge the Released Persons from any and all Claims, Liabilities, Proceedings, and Relief that arose on or before the Effective Date and that any HomeAdvisor Class Member ever had, now has, or may have in the future for or related to any acts or

23

omissions that were raised or could have been raised in the Litigation (“**HomeAdvisor Released Claims**”). After entering into this settlement agreement, a HomeAdvisor Class Member may discover facts other than, different from, or in addition to those that they know or believe to be true with respect to the matters released and discharged. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. This release binds each HomeAdvisor Class Member, as well as HomeAdvisor Class Members’ executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Subsection 4.10.2 Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11

Each HomeAdvisor Class Member, acknowledges that he is familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This settlement agreement provides a specific release of the HomeAdvisor Released Claims, not a general release in the sense contemplated by these laws. To the extent applicable, the

24

HomeAdvisor Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. The HomeAdvisor Class Members hereby affirm that this waiver is knowing and voluntary. The HomeAdvisor Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true.

Section 4.11 No Claims Arising from this Settlement Agreement

No person will have any Claim against any one or more of Parties, the Released Persons, Defendant's Counsel, or Settlement Class Counsel based on distribution of benefits made substantially in accordance with this settlement agreement or any related order of the Court.

Article 5 INJUNCTIVE RELIEF CLASS SETTLEMENT

Section 5.1 Injunctive Relief Class Notice Plan

Under South Carolina Rule of Civil Procedure ("S.C.R.C.P.") 23 the form of notice to be given to Class Members is within the discretion of the Court. Plaintiffs, Defendant, and the Settlement Administrator have developed an appropriate and reasonable notice plan to reach the Injunctive Relief Class Members. The Parties shall recommend to the Court the notice plan described in this Section 5.1, which will be administrated by the experienced and highly qualified Settlement Administrator, and which will employ several different methods of circulating information about the settlement to the Injunctive Relief Class Members.

Subsection 5.1.1 Internet Notice

The Settlement Administrator must establish an internet website for purposes of facilitating notice to, and communicating with, Injunctive Relief Class Members (the “**Injunctive Relief Settlement Website**”). The Settlement Administrator must make the Injunctive Relief Settlement Website accessible on the same day the HomeAdvisor Settlement Website becomes accessible. The Settlement Administrator must set forth the following information on the Injunctive Relief Settlement Website: (i) the operative complaint; (ii) the full text of this settlement agreement; (iii) the Injunctive Relief Class Long Form Notice; (iv) the order of Preliminary Approval and other relevant orders of the Court; (v) other documents from the Litigation that the Parties jointly determine to be appropriate; (vi) a mutually agreed section of frequently asked questions; and (vii) contact information for Settlement Class Counsel and the Settlement Administrator. The Settlement Administrator must not include any other language on the Injunctive Relief Settlement Website in addition to the above-listed documents, except with written approval of the Parties or the Court. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must file proof of the establishment and maintenance of the Injunctive Relief Settlement Website with the Court. Approximately 100 days after the Effective Date, the Settlement Administrator must remove all information from the Injunctive Relief Settlement Website other than this settlement agreement and the Final Approval Order. The Settlement Administrator must disestablish the Injunctive Relief Settlement Website within 60 days after the Effective Date. If the Settlement Administrator established the Injunctive Relief Settlement Website with a top-level domain name, the Settlement Administrator must transfer ownership of the domain name to Defendant promptly after disestablishing the Injunctive Relief Settlement Website.

Subsection 5.1.2 Telephone Assistance Program

The Settlement Administrator must establish and staff a toll-free telephone number to answer questions from Injunctive Relief Class Members. The Settlement Administrator must activate the toll-free number on the same day the toll-free number becomes active for the HomeAdvisor Class Members. The toll-free number must have a VRU that allows class members to listen to answers to frequently asked questions, as well as an option for class members to leave a message to receive a return phone call from the Settlement Administrator. The Settlement Administrator must provide these services in English and include a VRU option for callers who speak Spanish. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must file proof of the establishment and maintenance of the Telephone Assistance Program with the Court. The Settlement Administrator must deactivate the toll-free number within 60 days after the Effective Date.

Subsection 5.1.3 Search Terms

The Settlement Administrator must take steps to attract Injunctive Relief Class Members to the Injunctive Relief Settlement Website by obtaining sponsorship of keywords and phrases, from popular search engines, such as Google, that will provide a link to the Injunctive Relief Settlement Website.

Subsection 5.1.4 Banner Advertisements

The Settlement Administrator must take steps to attract Injunctive Relief Class Members to the Injunctive Relief Settlement Website by purchasing banner advertisements on appropriate websites that will take Injunctive Relief Class Members who select the link in the advertisement to the Injunctive Relief Settlement Website.

Subsection 5.1.5 Publication Notice

Between 5 and 96 days of entry of the order of Preliminary Approval, the Settlement Administrator must publish the Injunctive Relief Publication Notice, substantially in the form attached as Exhibit E and as approved by the Court. The Injunctive Relief Publication Notice has been designed to provide the Injunctive Relief Class Members information about the settlement and direct them to the Injunctive Relief Long Form Notice posted on the Injunctive Relief Website. The Settlement Administrator must publish the Injunctive Relief Publication Notice in national publications designed to reach Injunctive Relief Class Members.

Subsection 5.1.6 Notice Costs

Defendant shall pay the costs associated with providing notices as described in this Section 5.1.

Section 5.2 Injunctive Relief

The Parties shall move the Court to enter the Injunction as set out in Exhibit G to this settlement agreement, with the Injunction coming into effect only on the Effective Date and only if the Final Approval Order has been entered. The Parties and their counsel shall cooperate fully and use reasonable efforts in seeking the Court's approval of the Injunction set forth in Exhibit G, without amendment.

Section 5.3 No Right to Opt Out

S.C.R.C.P 23 does not provide an opt-out right to class members. The Parties intend the Injunctive Relief Class to be governed by the same principles as a settlement made on behalf of a class certified pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure.

Section 5.4 Objections from Injunctive Relief Settlement Class Members

Any Injunctive Relief Class Member who wants to object to this settlement agreement may do so only as follows.

Subsection 5.4.1 Notice of Intent to Object

To be effective, an objection must be made by an individual Injunctive Relief Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Injunctive Relief Class Member, not by the act of another person acting or purporting to act in a representative capacity. For an objection to be effective, a notice of intent to object to this settlement agreement must be (a) filed with the Clerk of the State Court not later than 96 days after the Notice Date; (b) in compliance with all applicable laws and rules; and (c) sent to the Settlement Administrator by U.S. mail, postmarked no later than 96 days after the Notice Date.

Subsection 5.4.2 Contents of Objection

To be effective, an objection must contain: (a) the objecting Injunctive Relief Class Member's full name, address, date of birth, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting Injunctive Relief Class Member intends to appear at the Final Fairness Hearing; and (e) a written specification of the basis for each objection, including any legal and factual support that the objecting Injunctive Relief Class Member wishes to bring to the Court's attention and any evidence the objecting Injunctive Relief Class Member wishes to introduce in support of the objection.

Subsection 5.4.3 Additional Contents for Represented Members

To be effective, an objection submitted through an attorney must contain, in addition to the information set forth in Subsection 5.4.2: the identity, mailing address, email address, fax number, phone number for the counsel by whom the Injunctive Relief Class Member is represented.

Subsection 5.4.4 No Payments to Objectors or Objectors' Counsel

The Parties, Settlement Class Counsel, and Defense Counsel shall not make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal or release of the objection, except with approval of the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Section 5.5 Payments**Subsection 5.5.1** Attorneys' Fees

(a) Request for Attorneys' Fees

No fewer than 14 days before the deadline for objections, Settlement Class Counsel shall file a request to the Court for the award of attorneys' fees (including expert witness fees, court costs, and any other expenses) incurred for the prosecution and settlement of the claims by the Injunctive Relief Class Members. Settlement Class Counsel shall not request more than \$2,100,000. Defendant does not and shall not oppose such a request. To the extent the Court approves an award of attorneys' fees in an amount less than the above amount, Defendant shall pay only the amount awarded.

(b) Settlement is not Contingent on Attorneys' Fees

This settlement agreement is not conditional on the Court's approval of attorneys' fees in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of this settlement agreement. The Court's ruling on the request will not terminate or cancel this settlement agreement or give the Plaintiffs or Settlement Class Counsel a right or option to do so.

(c) Payment of Attorneys' Fees

Defendant shall pay the amount of attorneys' fees awarded by the Court (up to \$2,100,000) within 7 days after the Effective Date.

Subsection 5.5.2 Individual Service Award to the Plaintiffs

(a) Application for Individual Service Award

No fewer than 14 days before the deadline for objections, Settlement Class Counsel shall apply to the Court for an individual service award, not to exceed \$3,500 each, to be paid to Plaintiffs Boskie, Toma and Keller in recognition of their service as class representatives of the Injunctive Relief Class and in consideration for their execution of the General Release attached as Exhibit F no later than 14 days after the Effective Date of the Settlement. In no event shall Plaintiff Boskie's total service award for his services as class representative for the HomeAdvisor Class and the Injunctive Relief Class exceed \$3,500. Defendant does not and shall not oppose such an application. To the extent the Court approves an individual service award in an amount less than the amount requested, Defendant will be obligated to pay only the amount awarded.

(b) Settlement is not Contingent on Individual Service Award

This settlement agreement is not conditional on the Court's approval of individual service awards in the amount applied for or in any amount whatsoever. The Court's ruling on the application will not terminate or cancel this settlement agreement or give the Plaintiffs or Settlement Class Counsel a right or option to do so.

(c) Payment of Individual Service Award

Defendant shall pay the amount of individual service awards awarded by the Court (up to \$10,500) awarded to Plaintiffs Boskie, Toma and Keller within 7 days after the Effective Date.

Section 5.6 Release and Agreement by Injunctive Relief Class Members.

Subsection 5.6.1 Release of Willful FCRA and FCRA-Equivalent Claims for Pre-Effective Date Conduct

As of the Effective Date, Injunctive Relief Class Members fully, finally, completely, and forever release and discharge the Released Persons from any and all Claims, Liabilities, Proceedings, and Relief that arose (a) on or before the Effective Date, (b) under either (i) 15 U.S.C. §1681n for willful violation of the FCRA or (ii) any FCRA-Equivalent for violation of the FCRA-Equivalent, regardless of whether such FCRA-Equivalent utilizes the term “willful,” and (c) are based directly on a communication made by Defendant to a Downstream CRA or a person who was represented to be a Downstream CRA (in either case, either directly or through a conduit that is not a consumer reporting agency). While the Released Persons include Defendant as well as a variety of other entities and affiliates, this release only precludes Claims, Liabilities, Proceedings, and Relief based on *Defendant’s* communications. This release does not, for example, apply to Defendant’s corporate affiliates to preclude Claims, Liabilities, Proceedings, and Relief for their own communications. Nor does this release apply to Defendant’s Downstream CRA customers to preclude Claims, Liabilities, Proceedings, and Relief for the customers’ provision of information they received from Defendant to third parties. Nor does this release apply to Defendant’s suppliers to preclude Claims, Liabilities, Proceedings, and Relief for the suppliers’ provision of information to Defendant. Only Defendant’s communications were at issue in this lawsuit, and only Claims, Liabilities, Proceedings, and Relief based on Defendant’s communications are released. After entering into this settlement agreement, an Injunctive Relief Class Member may discover facts other than, different from, or in addition to those that they know or believe to be true with respect to the matters released

32

and/or waived herein. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Injunctive Relief Class Members do not release and discharge, but instead preserve, the right of an Injunctive Relief Class Member to file an individual lawsuit under either 15 U.S.C. § 1681o or an FCRA-Equivalent for actual damages sustained before the Effective Date, subject to the waiver of the class action procedural device described in Subsection 5.6.2. This release binds each Injunctive Relief Class Member, as well as Injunctive Relief Class Members' executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Subsection 5.6.2 Waiver of Class Action Procedural Device

The Plaintiffs and Injunctive Relief Class Members waive their right to pursue, in the future, any Claims, Liabilities, Proceedings, or Relief against the Released Persons using the class action procedural device, as a mass action, or through any other non-individual mechanism, to the extent that the Claim, Liability, Proceeding, or Relief (a) arose on or before the Effective Date or arises after the Effective Date under either the FCRA or any FCRA-Equivalent and (b) is related to a communication Defendant made to a Downstream CRA or a person who was represented to be a Downstream CRA (in either case, either directly or through a conduit that is not a consumer reporting agency). This waiver includes any Claims, Liabilities, Proceedings, or Relief under 15 U.S.C. § 1681o (or any FCRA-Equivalents), and any Claims, Liabilities, Proceedings, or Relief under 15 U.S.C. § 1681n (or any FCRA-Equivalents).

The Plaintiffs and the Injunctive Relief Class Members recognize that as part of this settlement agreement, Defendant is agreeing to the certification of a tentative injunctive-relief settlement class, even though Defendant expressly denies that this Litigation could be certified as a class action for trial purposes. The Plaintiffs and Injunctive Relief Class Members further recognize that they have already availed themselves of the class action procedural device once in this Litigation and that they have obtained prospective injunctive relief through the Litigation to address both allegations of past violations and the possibility of future, similar alleged violations. Therefore, Plaintiffs and Injunctive Relief Class Members shall not avail themselves of the class action procedural device in the future against the Released Persons for Claims, Liabilities, Proceedings, or Relief described in this Subsection 5.6.2 from the Effective Date until up to seven years after the Effective Date as long as Defendant is bound by the Injunction.

While the Released Persons include Defendant as well as a variety of other entities and affiliates, this waiver only applies to Claims, Liabilities, Proceedings, and Relief based on *Defendant's* communications. This waiver does not, for example, apply to Defendant's corporate affiliates to preclude a class action for Claims, Liabilities, Proceedings, and Relief for their own communications. Nor does this waiver apply to Defendant's Downstream CRA customers to preclude a class action for Claims, Liabilities, Proceedings, and Relief for the Downstream CRA customers' provision of information they received from Defendant to third parties. Nor does it apply to Defendant's suppliers to preclude a class action for Claims, Liabilities, Proceedings, and Relief for the suppliers' provision of information to Defendant. Only Defendant's communications were at issue in this lawsuit, and only Claims, Liabilities, Proceedings, and Relief based on Defendant's communications are affected.

Subsection 5.6.3 Defendants' Ongoing Operations

Defendant believes that the practices challenged in the complaint with respect to providing Records Search Results to Downstream CRAs for the purpose of either (a) using the information in preparing a Consumer Report or (b) including the information in a Consumer Report (that provision being the “**Activity**”) are not governed by the FCRA or FCRA-state equivalents as Consumer Reports independently from the Consumer Reports that the Downstream CRAs prepare because Defendant is acting as the Downstream CRA’s agent (in the same sense as the Downstream CRA’s employees are their agents), collaborating with the Downstream CRA in the preparation of the Downstream CRA’s Consumer Report. Defendant is offering comprehensive and substantial modifications to their existing practices and procedures to resolve this matter and to assure that the Consumer Reports sold by the Downstream CRAs are compliant with the FCRA.

The Parties acknowledge that Defendant has continued and will continue to engage in the Activity. In consideration for the heightened protections that will be accomplished through the Injunctive Relief, for the period from the Effective Date through seven years following the Effective Date, Plaintiffs, the Injunctive Relief Class and Class Counsel contractually agree that they will not contend or assert that any action taken by Defendant in the conduct of the Activity is a willful violation of FCRA (or any FCRA-Equivalents) so long as Defendant is bound by the Injunction.

Subsection 5.6.4 Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11

Plaintiffs, for themselves and for each Injunctive Relief Class Member, acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This settlement agreement provides a specific release of the matters described in this Section 5.6, not a general release in the sense contemplated by these laws. To the extent applicable, the Injunctive Relief Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. Injunctive Relief Class Members hereby affirm that this waiver is knowing and voluntary. Injunctive Relief Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true.

Article 6 FINAL FAIRNESS HEARING AND FINAL APPROVAL

Section 6.1 Final Fairness Hearing

The Parties shall jointly request that the Court hold a hearing to consider approving this settlement agreement (the “**Final Fairness Hearing**”) as provided for in this Article 6 at least 146 days after Preliminary Approval, at least 90 days after the mailing of CAFA Notice under Section 4.5 of this settlement agreement if applicable, and to allow at least 10 days after Settlement Class Counsel’s responses to any objections. No later than 10 days before the Final Fairness Hearing, Settlement Class Counsel shall file a motion for entry of a final judgment unconditionally approving this settlement agreement, entering the Injunction, and dismissing the Litigation with prejudice (the “**Final Approval Order**”) in substantially the form attached hereto as Exhibit H.

Section 6.2 Final Approval

All relief contemplated by this settlement agreement is contingent upon the Court’s entry of the Final Approval Order on its docket in substantially the form attached hereto as Exhibit H, with such modification as to which the Parties consent either in writing or on the record of the Court.

Section 6.3 Effectiveness

Portions of this settlement agreement come into effect on the Effective Date. The “**Effective Date**” means the latest of (i) the expiration of 33 days after entry of the Final Approval Order; (ii) if the 33rd day after entry of the Final Approval Order falls on a weekend or a Court holiday, the next business day after that 33rd day; (iii) such date to which the time to file a motion to alter or amend the Final Approval Order or to take an appeal has been extended by the Court or otherwise; and, (iv) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a determination of any such motion or appeal, with no possibility of further

appellate review, resulting in final judicial approval of this settlement agreement that permits the consummation of the settlement in accordance with the terms and conditions contained within this settlement agreement. For the purpose of this definition, the term “appeal” includes writ proceedings.

Article 7 TERMINATION

Section 7.1 Termination by Either Party

Plaintiffs (unanimously, as a group) or Defendant may terminate this settlement agreement and declare it null and void ab initio, if one or more of the conditions for reaching the Effective Date definitively and finally fails, including if any of the following conditions occurs:

- (a) The Court requires notice plans materially different from the notice plans set forth in this settlement agreement, specifically Section 4.3 and Section 5.1 or as otherwise agreed upon mutually by the Parties in writing;
- (b) The Court fails to issue an order of Preliminary Approval in accordance with the terms of this settlement agreement;
- (c) The Court fails to enter a Final Approval Order dismissing the Litigation with prejudice and integrating all the terms of this settlement agreement;
- (d) The Court fails to enter the Injunction set forth in Exhibit G, without amendment;
- (e) The Final Approval Order is appealed and such Final Approval Order is finally reversed or materially modified on appeal;
- (f) The Court provides an opt-out right to the Injunctive Relief Class Members;
- (g) The Court fails to issue an order containing the provisions of 5.6 without amendment; or
- (h) The Court materially alters any of the terms of this settlement agreement or the Injunction set forth in Exhibit G.

Section 7.2 Termination by Plaintiff

Plaintiffs or Settlement Class Counsel may terminate this settlement agreement and declare it null and void ab initio if (a) the size of the HomeAdvisor Class exceeds 5,385 individuals and (b) Defendant does not increase the amount of the Settlement Fund by an amount equal to \$155 for each additional HomeAdvisor Class Member. If Defendant does proportionally increase the amount of the Settlement Fund, then the term “Settlement Fund” thereafter refers to the increased amount.

Section 7.3 Termination by Defendant

Defendant or Defendant’s Counsel may terminate this settlement agreement, or just that portion of this settlement agreement related to the HomeAdvisor Class, and declare it null and void ab initio if more than 2.5% of the HomeAdvisor Class Members request to opt out under Subsection 4.6.1 of this settlement agreement.

Section 7.4 Effect of Termination**Subsection 7.4.1 Effect of Termination**

If this settlement agreement does not become final and effective for any reason other than the State Court losing or finding it lacks jurisdiction (in which case Section 3.1 with regard to the Alternate Settlement Jurisdiction shall apply), including if any of the conditions described in Sections 7.2 and/or 7.3 occurs and any of the Parties properly elects to terminate this settlement agreement as a consequence, then:

- (a) None of the terms of this settlement agreement will be effective or enforceable and this settlement agreement (including without limitation the class certification provisions thereof) will have no further force and effect;

- (b) The Parties and their counsel shall not offer any of this settlement agreement (or any Action or Document) in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;
- (c) Any Court orders, filings, or other entries on the Court's file that result from this settlement agreement shall be automatically set aside, withdrawn, and stricken from the record and are not, and are not to be construed as, Admissions;
- (d) This settlement agreement (and every Action and every Document) will be without prejudice to any Party and is not, and is not to be construed as, an Admission;
- (e) All Parties will automatically revert to their Litigation positions as of March 7, 2018 in the Litigation, and stand in the same procedural position as if this settlement agreement had not been negotiated, made, or filed with the Court, including the tolling of the statute of limitations for Plaintiffs and all HomeAdvisor Class Members and Injunctive Relief Class Members pursuant to the tolling agreement;
- (f) The Settlement Administrator shall (on written instructions of Defendant's Counsel, without confirmation from Settlement Class Counsel or Court order) return to Defendant the Settlement Fund, less Taxes, Tax Expenses, and notice, claims, and other administration costs (including fees, costs, and other expenses of the Settlement Fund) that have been properly disbursed under this settlement agreement; and
- (g) Plaintiffs and the Defendant shall cooperate to permit Plaintiffs to dismiss the Litigation without prejudice in the State Court and refile in the same court as the Federal Court Case was pending. In the case of any such re-filing, the Parties' tolling agreement shall apply.

Article 8 Binding Effect

This settlement agreement binds:

- (a) Defendant and any entity into which Defendant merges, to which Defendant converts, with which Defendant consolidates or amalgamates, or which is the surviving entity in any similar transaction in which Defendant is not the surviving entity; and
- (b) each Plaintiff, each Settlement Class Member and each other person acting in the capacity of an heir, devisee, executor, trustee, guardian, or other representative of any Plaintiff or Settlement Class Member; and
- (c) Defendant's Counsel and Settlement Class Counsel, to the extent that a provision of this settlement agreement explicitly applies to them.

Article 9 Communications

Section 9.1 Notices

All notices or other formal communications under this settlement agreement shall be in writing and sent by mail to counsel for the Party to whom the notice is being directed at the following addresses:

If to the Plaintiffs:

E. Michelle Drake, Esq.
Berger Montague, PC
43 SE Main Street, Suite 505
Minneapolis, Minnesota 55414

If to Defendant

backgroundchecks.com LLC
Attn: Law Department
12770 Coit Road, Suite 1150
Dallas, Texas 75251

with a copy to:

Cindy Hanson, Esq.
Troutman Sanders LLP
600 Peachtree Street, NE, Suite 3000

Atlanta, Georgia 30308

Any Party may, by written notice to the other Party, change its designated recipient or notice address provided above.

Section 9.2 No Public Statements by Settlement Class Counsel Outside of Formal Notice Process

Settlement Class Counsel shall make no press release, statement to any media source, or other public statement at any time related to this settlement agreement or the Litigation without the consent of Defendant. Defendant may condition its consent on Settlement Class Counsel providing the exact text of the proposed statement and may limit its consent to that exact text. This provision does not limit private communications of Settlement Class Counsel with any Plaintiff or Settlement Class Member.

Section 9.3 Communications with Class Members by Defendant

Defendant reserves the right to continue communicating with its customers and consumers, including Plaintiffs and Settlement Class Members, in the ordinary course of business. To the extent that individuals initiate communications about this settlement agreement, Defendant may confirm the fact of a settlement and refer inquiries to the Settlement Administrator. Nothing in this settlement agreement prohibits Defendant from communicating with consumers about disputes relating to consumer reports about them.

Article 10 Effects of Agreement

Section 10.1 Entire and Voluntary Agreement

The Parties intend this settlement agreement to be a final and complete resolution of the Litigation. The Parties affirm that they negotiated the terms of this settlement agreement at arm's length and in good faith and reached these terms voluntarily after consultation with competent

42

legal counsel. This settlement agreement contains the entire agreement and understanding concerning the Litigation and its settlement and supersedes all prior negotiations and proposals, whether written or oral. No one has made any promise, representation, or warranty whatsoever not contained in this settlement agreement and the other documents referred to in this settlement agreement to induce anyone to execute the same. The Parties affirm that they have not executed this instrument or the other documents in reliance on any promise, representation, or warranty not contained in this settlement agreement and the other documents referred to in this settlement agreement.

Section 10.2 Date

This settlement agreement comes into effect when the Parties, Settlement Class Counsel, and Defendant's Counsel have signed it. The date of this settlement agreement will be the date that this settlement agreement is signed by the last person to sign it (as indicated by the date associated with the person's signature).

Section 10.3 Denial of Wrongdoing or Liability

Defendant has denied and continues to deny any fault, wrongdoing, violation of the law, or liability related to the conduct alleged in the Litigation. Defendant denies the validity of each of the claims and the prayers for relief asserted in the Litigation. Defendant has asserted and continues to assert many defenses in the Litigation. No Action or Document is, or is to be construed as, an Admission.

Section 10.4 No Admission of Elements of Class Certification

Defendant denies that a class should be certified other than for purposes of this settlement agreement and preserves its arguments in opposition to Plaintiffs' motion for class certification.

Defendant contends that the Litigation could not be certified as a class action under S.C.R.C.P.
43

23, FRCP 23 or any equivalent State rule relating to class certification. Nothing in this settlement agreement is, or is to be construed, as an admission by Defendant that the Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this settlement agreement will prevent Defendant from opposing class certification or seeking de-certification of the conditionally certified class if a Final Approval Order is not obtained, or not upheld on appeal, including review by the United States Supreme Court.

Section 10.5 Admissibility

Neither the Parties nor anyone else may offer this settlement agreement in evidence in any action or proceeding; except the settlement agreement will be admissible in either circumstance listed below without objection or further proof of authenticity or admissibility:

- (a) the hearings necessary to obtain and implement Court approval of this settlement agreement; or
- (b) any hearing or action to enforce the terms of this settlement agreement or any related order by the Court against any Party or any Settlement Class Member.

Section 10.6 Waiver of Door-Closing Statute

Defendant expressly waives the provisions of S.C. Code Ann. § 15-5-150 and does not contest the State Court's jurisdiction to adjudicate the claims of residents of states outside of South Carolina. Plaintiffs and Settlement Class Counsel acknowledge Defendant's waiver of the provisions of S.C. Code Ann. § 15-5-150.

Section 10.7 Efforts to Support Settlement

The Parties and their counsel shall cooperate fully in seeking Court approval for this settlement agreement and to use their reasonable efforts to effect the completion settlement under this settlement agreement and to protect this settlement agreement by applying for appropriate orders

44

enjoining others from initiating or prosecuting any action arising out of or related to facts or claims alleged in the Litigation, if so required.

Section 10.8 Authorization of Counsel

The Plaintiffs hereby authorize Settlement Class Counsel, on behalf of themselves and the other Settlement Class Members, to (i) take all appropriate action required or permitted to be taken by the Settlement Class Members as a class under this settlement agreement to effectuate its terms and (ii) to enter into any modifications or amendments of this settlement agreement on behalf of the Settlement Class Members that they deem necessary or appropriate. Each attorney executing this settlement agreement on behalf of any Party hereto hereby warrants that such attorney has the full authority to do so.

Section 10.9 Confidentiality

All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information survive this settlement agreement.

Section 10.10 Court's Jurisdiction

Plaintiffs (for themselves and the Settlement Class Members) and the Defendant consent to the Court retaining personal and subject-matter jurisdiction for implementation and enforcement of this settlement agreement, including the resulting injunction.

Section 10.11 Procedures for Disputes Between Parties About this Settlement Agreement

To the extent any disputes or issues arise related to documenting or effecting this settlement agreement (other than an issue subject to dispute resolution under the terms of the Injunction), the Parties shall:

- (a) use their reasonable efforts to informally resolve any such disputes or issue;

- (b) if the such dispute or issue is not resolved informally, mediate the dispute or issue with
 - (1) Rodney A. Max or (2) if he is not available for a mediation within 60 days, another mediator chosen (i) by agreement or (ii) if no such agreement is reached within seven days, by JAMS from its panel of neutrals in Atlanta, Georgia; and
- (c) if the dispute or issue is not resolved by mediation, refer the dispute or issue to the Court for resolution.

Article 11 Construction and Interpretation

Section 11.1 Headings for Convenience Only

The headings in this settlement agreement are for the convenience of the reader only. The Parties do not intend the headings to affect the meaning or interpretation of this settlement agreement.

Section 11.2 Drafting

The Parties and their counsel have cooperated in the drafting and preparation of this settlement agreement. A court must not interpret this settlement agreement against any Party on the basis of that Party having drafted any or all of this settlement agreement.

Section 11.3 Validity and Enforceability

Before declaring any provision of this settlement agreement invalid or unenforceable, a court must first attempt to construe or interpret the provision as valid and enforceable to the fullest extent possible consistent with applicable precedent so as to find all provisions of this settlement agreement valid and enforceable.

Section 11.4 Extrinsic Evidence

If a court finds that any part of this settlement agreement is vague or ambiguous, before receiving or admitting any evidence concerning the meaning of any part of this settlement agreement other than this settlement agreement itself (such as evidence of a prior course of

46

dealing), a court must expressly identify the vague or ambiguous text to which any such evidence would relate, state how the text is vague or ambiguous, and either (1) in the case of vagueness, instruct the Parties to attempt negotiation of that vagueness before resolving the vagueness itself or (2) in the case of ambiguity, expressly state how the conflicting interpretations are reasonable based on the of the text in question.

Section 11.5 Applicable Law

The laws of the United States of America govern this settlement agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution, performance, or breach). To the extent state law applies for any reason, the internal laws of the State of Delaware, other than its principles related to conflicts of laws, govern this settlement agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution, performance, or breach). No Party or Settlement Class Member may start any judicial proceedings related to this settlement agreement in any forum other than the Court. Any notice period set forth in this settlement agreement will be calculated under the South Carolina Rules of Civil Procedure.

Section 11.6 Counterparts

The Parties, Settlement Class Counsel, and Defendant's Counsel may sign this settlement agreement or any related document in multiple counterparts, with the same effect as signing the same document. Each counterpart is an original. An image delivered electronically (including by facsimile transmission) is a counterpart. All counterparts together are one instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Lead Class Counsel shall file a complete set of executed counterparts with the Court.

Article 12 Definitions

As used in this settlement agreement, the terms defined below have the meanings assigned to them below when capitalized in the same fashion as in this Article 12.

- (a) **“Action”** includes the Parties’ discussion of the possibility of settlement, the negotiation of a settlement, their entry into this settlement agreement, their carrying out this settlement agreement, and their willingness to do the foregoing.
- (b) **“Admission”** means any admission of the validity of any claim, any status, or any fact alleged in this Litigation, of any fault, wrongdoing, violation of law, or liability of any kind on the part of Defendant, of any claim or allegation made in any action or proceeding against Defendant, or of the infirmity of any defense.
- (c) **“Alternate Settlement Jurisdiction”** has the meaning set out in Section 3.1.
- (d) **“CAFA Notice”** has the meaning set out in Section 4.5.
- (e) **“Claim”** means any assertion of Liability and includes any allegation, charge, claim, counterclaim, complaint, demand, or petition.
- (f) **“Consumer Report”** has the meaning set out in the Injunction.
- (g) **“Court”** means the court in which the Litigation is filed, including after any refiling under Section 3.1.
- (h) **“Defendant”** means backgroundchecks.com LLC, a Delaware limited liability company that is successor by conversion to e-backgroundchecks.com, Inc., a Texas corporation.
- (i) **“Defendant’s Counsel”** means:
 - (1) Cindy Hanson of Troutman Sanders LLP (600 Peachtree Street, NE, Suite 3000; Atlanta, Georgia 30308); and

- (2) the law firm of Troutman Sanders LLP (600 Peachtree Street, NE, Suite 3000; Atlanta, Georgia 30308).
- (j) **“Document”** means each provision of this settlement agreement or of any document that led to it, that implements it, that relates to it, or to which it refers.
- (k) **“Downstream CRA”** has the meaning set out in the Injunction.
- (l) **“Effective Date”** has the meaning set out in Section 6.3.
- (m) **“FCRA”** has the meaning set out in Article 1(a).
- (n) **“FCRA-Equivalent”** means the California Investigative Consumer Reporting Agencies Act and any other law of any state, territory or the District of Columbia that purports to regulate a “consumer reporting agency,” excluding any such law to the extent that any federal law preempts it or that it is unconstitutional under the federal or applicable state constitution.
- (o) **“Federal Court Case”** has the meaning set out in Article 1(c).
- (p) **“Final Approval Order”** has the meaning set out in Section 6.1.
- (q) **“Final Fairness Hearing”** has the meaning set out in Section 6.1.
- (r) **“HomeAdvisor Class”** has the meaning set out in Section 2.2.
- (s) **“HomeAdvisor Class Long Form Notice”** has the meaning set out in Section 3.2(d).
- (t) **“HomeAdvisor Class Mail Notice”** has the meaning set out in Section 3.2(c).
- (u) **“HomeAdvisor Class Member”** means a member of the HomeAdvisor Class.
- (v) **“HomeAdvisor Released Claims”** has the meaning set out in Subsection 4.11.1.
- (w) **“HomeAdvisor Settlement Website”** has the meaning set out in Subsection 4.3.3(b).
- (x) **“Injunction”** means the injunction that the Court issues upon the Parties motion under Section 5.2. If this settlement agreement refers to a section of the Injunction, the

reference is to that section of the form of Injunction attached as Exhibit G to this settlement agreement, if the Injunction as issued by the Court differs from the form of injunction attached to this settlement agreement.

- (y) **“Injunctive Relief Class”** has the meaning set out in Section 2.1.
- (z) **“Injunctive Relief Class Long Form Notice”** has the meaning set out in Section 3.2(f).
- (aa) **“Injunctive Relief Class Member”** means a member of the Injunctive Relief Class.
- (bb) **“Injunctive Relief Publication Notice”** has the meaning set out in Section 3.2(g).
- (cc) **“Injunctive Relief Settlement Website”** has the meaning set out in Subsection 5.1.1.
- (dd) **“Lead Class Counsel”** means E. Michelle Drake of Berger & Montague, P.C. (43 S.E. Main Street, Suite 505; Minneapolis, MN 55414).
- (ee) **“Liability”** means any responsibility for Relief and includes any cause of action, duty, liability, obligation, or right. The term “Liability” applies regardless of the legal theory by which a person could be asserted to be responsible. The term “Liability” applies regardless of the law under which responsibility could be asserted, including federal, state, and local law and including constitutions, statutes, regulations, court rules, common law, and equity.
- (ff) **“Litigation”** has the meaning set out in Article 1(p).
- (gg) **“Net Settlement Fund”** has the meaning set out in Subsection 4.8.3.
- (hh) **“Notice Date”** has the meaning set out in Subsection 4.3.3.
- (ii) **“Parties”** means Plaintiffs (individually and as representatives of the Settlement Class Members) and Defendant.
- (jj) **“Payment Notices”** has the meaning set out in Subsection 4.8.3(b).
- (kk) **“Plaintiffs”** means George Boskie, Hadel Toma, and Terry Keller.

- (ll) **“Preliminary Approval”** has the meaning set out in Section 3.2.
- (mm) **“Proceeding”** means any method of pursuing a Claim and includes action, alternative dispute resolution mechanism, arbitration, case, mediation, proceeding, or suit.
- (nn) **“Record Search Result”** has the meaning set out in the Injunction.
- (oo) The phrase “related to” (whether capitalized or not) means connected in any way (whether connected directly or indirectly and whether connected by cause or otherwise).
- (pp) **“Released Claims”** means the Claims, Liabilities, Proceedings, Relief and other procedural and substantive rights released or waived under any of Section 4.10 or Section 5.6.
- (qq) **“Released Persons”** means each of:
 - (1) Defendant;
 - (2) any individual, corporation, firm, or government agency that supplied Defendant with any information subject or related to any Released Claim;
 - (3) any individual, corporation, firm, or government agency to whom Defendant provided any information subject or related to any Released Claim;
 - (4) any individual, corporation, or firm that controls, is controlled by, or is under common control with anyone listed above in this definition;
 - (5) anyone that succeeds to the business or operations of anyone listed above in this definition (for example, in a merger);
 - (6) the current, former, and future directors, officers, trustees, shareholders, partners, contractors, agents, representatives, and employees of anyone listed above in this definition;

- (7) any heirs, successors, devisees, executors, and administrators of the individuals listed above in this definition, both individually and as representatives;
 - (8) anyone who, if a Released Claim was asserted against the person, could assert a claim against anyone listed above in this definition asking to be protected against or reimbursed for the Released Claim; and
 - (9) the insurer of anyone listed above in this definition.
- (rr) **“Relief”** means any remedy that a court, arbitration, or government agency could provide and includes any accounting for profits, attorneys’ fees, award, court costs, damages (actual, liquidated, multiple, punitive, statutory, and otherwise), declaratory relief, disgorgement, equitable relief, expert witness fees, injunctive relief, money, penalty, remedial order, and restitution.
- (ss) **“Settlement Administrator”** has the meaning set out in Section 3.2(l).
- (tt) **“Settlement Class Counsel”** means:
- (1) E. Michelle Drake and John G. Albanese of Berger Montague (43 S.E. Main Street, Suite 505; Minneapolis, MN 55414);
 - (2) Patrick F. Madden of Berger Montague (1818 Market Street, Suite 3600, Philadelphia, PA 19103);
 - (3) the law firm of Berger Montague (1818 Market Street, Suite 3600; Philadelphia, PA 19103);
 - (4) Ryan Allen Hancock of Willig, Williams & Davison (1845 Walnut Street, 24th Floor; Philadelphia, PA 19103); and
 - (5) the law firm of of Willig, Williams & Davison (1845 Walnut Street, 24th Floor; Philadelphia, PA 19103).

(uu) **“Settlement Class Members”** means the HomeAdvisor Class Members and the Injunctive Relief Class Members as a group.

(vv) **“Settlement Fund”** has the meaning set out in Subsection 4.1.1.

(ww) **“State Court”** has the meaning set out in Article 1(p).

(xx) **“Taxes”** has the meaning set out in Subsection 4.2.3.

(yy) **“Tax Expenses”** has the meaning set out in Subsection 4.2.3.

(zz) **“VRU”** has the meaning set out in Subsection 4.3.4.

Article 13 Acceptance by Signature

Each of Plaintiffs (in their individual and representative capacities), Settlement Class Counsel, Defendant, and Defendant’s Counsel is signing this settlement agreement on the date stated beside that person’s signature.

Each of the Parties and their counsel is signing this settlement agreement on the date stated beside that person’s signature.

The Plaintiffs:

DocuSigned by:

 034080E51D9D41E...
 George Boskie

4/4/2019

Date

Hadel Toma

Date

Terry Keller

Date

(uu) **“Settlement Class Members”** means the HomeAdvisor Class Members and the Injunctive Relief Class Members as a group.

(vv) **“Settlement Fund”** has the meaning set out in Subsection 4.1.1.

(ww) **“State Court”** has the meaning set out in Article 1(p).

(xx) **“Taxes”** has the meaning set out in Subsection 4.2.3.

(yy) **“Tax Expenses”** has the meaning set out in Subsection 4.2.3.

(zz) **“VRU”** has the meaning set out in Subsection 4.3.4.

Article 13 Acceptance by Signature

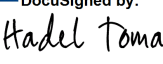
Each of Plaintiffs (in their individual and representative capacities), Settlement Class Counsel, Defendant, and Defendant’s Counsel is signing this settlement agreement on the date stated beside that person’s signature.

Each of the Parties and their counsel is signing this settlement agreement on the date stated beside that person’s signature.

The Plaintiffs:

George Boskie

Date

DocuSigned by:


0E6D05EE37C24FE...
Hadel Toma

4/4/2019

Date

Terry Keller

Date

(uu) **“Settlement Class Members”** means the HomeAdvisor Class Members and the Injunctive Relief Class Members as a group.

(vv) **“Settlement Fund”** has the meaning set out in Subsection 4.1.1.

(ww) **“State Court”** has the meaning set out in Article 1(p).

(xx) **“Taxes”** has the meaning set out in Subsection 4.2.3.

(yy) **“Tax Expenses”** has the meaning set out in Subsection 4.2.3.

(zz) **“VRU”** has the meaning set out in Subsection 4.3.4.

Article 13 Acceptance by Signature

Each of Plaintiffs (in their individual and representative capacities), Settlement Class Counsel, Defendant, and Defendant’s Counsel is signing this settlement agreement on the date stated beside that person’s signature.

Each of the Parties and their counsel is signing this settlement agreement on the date stated beside that person’s signature.


The Plaintiffs:

George Boskie

Date

Hadel Toma

Date

DocuSigned by:


DE81F8B504B84AE...
Terry Keller

4/7/2019

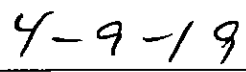
Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Berger Montague



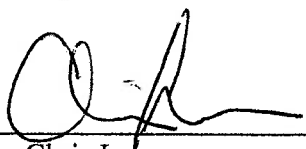
E. Michelle Drake



Date

The Defendant:

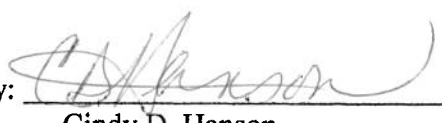
backgroundchecks.com LLC

By: 
Chris Lemens
its Senior Vice President

4-10-19
Date

Defendant's Counsel:

Troutman Sanders LLP

By: 
Cindy D. Hanson
Partner

4-10-19
Date

Table of Contents

This table is not a part of the settlement agreement, but is included for the convenience of the reader.

ARTICLE 1	BACKGROUND	1
ARTICLE 2	CLASS DEFINITIONS FOR SETTLEMENT PURPOSES	4
Section 2.1	Injunctive Relief Class	4
Section 2.2	HomeAdvisor Class	4
ARTICLE 3	MOTION FOR PRELIMINARY APPROVAL	5
Section 3.1	Jurisdiction	5
Section 3.2	Filing of Motion for Preliminary Approval	6
Section 3.3	Retention of Settlement Administrator	7
ARTICLE 4	HOMEADVISOR CLASS SETTLEMENT	8
Section 4.1	HomeAdvisor Class Settlement Fund	8
Subsection 4.1.1	Creation of Settlement Fund	8
Subsection 4.1.2	Capped Fund	8
Subsection 4.1.3	Creation of Settlement Fund Account	9
Subsection 4.1.4	Deposit of Settlement Fund	9
Subsection 4.1.5	Control of Settlement Fund	9
Section 4.2	Settlement Fund Tax Status	9
Subsection 4.2.1	Qualified Settlement Fund	9
Subsection 4.2.2	Administrator	10
Subsection 4.2.3	Payment of Taxes and Tax Expenses	10
Section 4.3	HomeAdvisor Class Notice Plan	11
Subsection 4.3.1	Preparation and Production of HomeAdvisor Class List	11
Subsection 4.3.2	Use of Class List	12
Subsection 4.3.3	Notice Process	13
Subsection 4.3.4	Telephone Assistance Program	15
Section 4.4	Expenses of Notice and Administration	16
Subsection 4.4.1	Invoices Required	16
Subsection 4.4.2	Amount of Charges	16
Subsection 4.4.3	HomeAdvisor Class expenses are Paid from Settlement Fund	16
Subsection 4.4.4	Reserve for Expenses	17
Section 4.5	Notice Under Class Action Fairness Act of 2005	17
Section 4.6	PROCEDURES FOR OPT-OUTS	17
Subsection 4.6.1	Opt-Out Process	17

Subsection 4.6.2	List of Opt-Outs	18
Subsection 4.6.3	Representation of Opt-Outs	18
Section 4.7	Objections from HomeAdvisor Class Members	18
Subsection 4.7.1	Notice of Intent to Object	19
Subsection 4.7.2	Contents of Objection	19
Subsection 4.7.3	Additional Contents for Represented Members.....	19
Subsection 4.7.4	Payments to Objectors or Objectors' Counsel	19
Section 4.8	Payments	20
Subsection 4.8.1	Attorneys' Fees	20
Subsection 4.8.2	Individual Service Award to the Plaintiff	21
Subsection 4.8.3	HomeAdvisor Class Member Payments	22
Section 4.9	Distribution of Excess Funds	23
Section 4.10	Release by HomeAdvisor Class Members.....	23
Subsection 4.10.1	Release	23
Subsection 4.10.2	Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11	24
Section 4.11	No Claims Arising from this Settlement Agreement.....	25
ARTICLE 5	INJUNCTIVE RELIEF CLASS SETTLEMENT	25
Section 5.1	Injunctive Relief Class Notice Plan	25
Subsection 5.1.1	Internet Notice	26
Subsection 5.1.2	Telephone Assistance Program.....	27
Subsection 5.1.3	Search Terms	27
Subsection 5.1.4	Banner Advertisements	27
Subsection 5.1.5	Publication Notice.....	28
Subsection 5.1.6	Notice Costs	28
Section 5.2	Injunctive Relief.....	28
Section 5.3	No Right to Opt Out.....	28
Section 5.4	Objections from Injunctive Relief Settlement Class Members.....	28
Subsection 5.4.1	Notice of Intent to Object	29
Subsection 5.4.2	Contents of Objection	29
Subsection 5.4.3	Additional Contents for Represented Members.....	29
Subsection 5.4.4	Payments to Objectors or Objectors' Counsel	30
Section 5.5	Payments	30
Subsection 5.5.1	Attorneys' Fees	30
Subsection 5.5.2	Individual Service Award to the Plaintiff	31
Section 5.6	Release and Waivers by Injunctive Relief Class Members.	32
Subsection 5.6.1	Release	32
Subsection 5.6.1	Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11	36
Subsection 5.6.2	Waiver of Class Action Procedure.. Error! Bookmark not defined.	

ARTICLE 6	FINAL FAIRNESS HEARING AND FINAL APPROVAL	37
Section 6.1	Final Fairness Hearing	37
Section 6.2	Final Approval	37
Section 6.3	Effectiveness	37
ARTICLE 7	TERMINATION.....	38
Section 7.1	Termination by Either Party.....	38
Section 7.2	Termination by Plaintiff.....	39
Section 7.3	Termination by Defendant	39
Section 7.4	Effect of Termination.....	39
Subsection 7.4.1	Effect of Termination.....	39
ARTICLE 8	BINDING EFFECT	40
ARTICLE 9	COMMUNICATIONS	41
Section 9.1	Notices	41
Section 9.2	No Public Statements by Settlement Class Counsel	42
Section 9.3	Communications with Class Members by Defendant.....	42
ARTICLE 10	EFFECTS OF AGREEMENT	42
Section 10.1	Entire and Voluntary Agreement	42
Section 10.2	Date	43
Section 10.3	Denial of Wrongdoing or Liability	43
Section 10.4	No Admission of Elements of Class Certification	43
Section 10.5	Non-Admissibility.....	44
Section 10.6	Waiver of Door-Closing Statute	44
Section 10.7	Efforts to Support Settlement.....	44
Section 10.8	Authorization of Counsel.....	45
Section 10.9	Confidentiality	45
Section 10.10	Court's Jurisdiction.....	45
Section 10.11	Procedures for Disputes Between Parties About this Settlement Agreement.....	45
ARTICLE 11	CONSTRUCTION AND INTERPRETATION	46
Section 11.1	Headings for Convenience Only	46
Section 11.2	Drafting	46
Section 11.3	Validity and Enforceability	46
Section 11.4	Extrinsic Evidence	46
Section 11.5	Applicable Law	47
Section 11.6	Counterparts	47
ARTICLE 12	DEFINITIONS.....	48
ARTICLE 13	ACCEPTANCE BY SIGNATURE	53

Exhibit A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
)	
GEORGE BOSKIE, HADEL TOMA and	)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,	)	[PROPOSED]
	)	PRELIMINARY APPROVAL ORDER
v.)	
)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

The Court, having considered Plaintiff's Unopposed Motion for Final Approval of the Proposed Class Action Settlement between Plaintiffs George Boskie, Hadel Toma, and Terry Keller ("Named Plaintiffs" or "Class Representatives") and Defendant backgroundchecks.com LLC ("Defendant") in the above-captioned matter, the Settlement Agreement entered into between the Parties (the "Settlement Agreement"), and for good cause shown therein, IT IS HEREBY ORDERED:

1. Unless defined herein, for purposes of this Preliminary Approval Order, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this action and over the settling parties hereto.
3. For settlement purposes only, the Court preliminarily finds that the settlement of the Litigation, on terms and conditions set forth in the Settlement Agreement, including all Exhibits thereto, is fair, reasonable, adequate, and in the best interests of the Settlement Class Members and is within the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the Settlement Agreement resulted from arm's length negotiations; and (b)

the Settlement Agreement is sufficiently reasonable to warrant notice of the settlement to persons in the Settlement Classes and a full hearing on the approval of the settlement. The Settlement Agreement, including its Exhibits, and the definition of words and terms contained therein, are incorporated by Reference in this Order.

4. Pursuant to South Carolina Rule of Civil Procedure 23, the Court certifies the Litigation, for settlement purposes only, as a class action on behalf of the following two Classes (together the “Settlement Classes”) with respect to the claims asserted against Defendant in the Litigation:

“Injunctive Relief Class” means all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant’s public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to the date when the Court enters its order of Preliminary Approval. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, and the judge overseeing the Litigation.

“HomeAdvisor Class” means all natural persons residing in the United States or the District of Columbia who were the subject of one or more reports that Defendant prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to the date when the Court enters its order of Preliminary Approval, which report or reports contained one or more criminal records where the reported disposition in the incident (a) was either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven years. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, any person who validly opts out of the settlement pursuant to Section 4.6, and the judge overseeing the Litigation.

13. For settlement purposes only, the Court finds that the Litigation satisfies the applicable prerequisites for class action treatment under South Carolina Rule of Civil Procedure 23, namely:

- The Settlement Classes are so numerous that joinder of all members is impracticable;

- There are questions of law and fact common to the members of the Settlement Classes;
- The claims of the Class Representatives are typical of the claims of the Settlement Class Members;
- The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all of the members of the Settlement Classes;
- Common questions of law and fact predominate over questions affecting only individual members of the Settlement Classes; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

5. Pursuant to South Carolina Rule of Civil Procedure 23, for settlement purposes only, the Court certifies Named Plaintiff George Boskie as the Class Representative for the HomeAdvisor Class, Plaintiffs George Boskie, Hadel Toma and Terry Keller as Class Representatives for the Injunctive Relief Class and appoints Berger Montague PC and Willig, Williams & Davidson as Class Counsel.

6. Defendant has expressly waived the provisions of S.C. Code Ann. § 15-5-150 and this Court therefore is free to exercise its jurisdiction to adjudicate the claims on residents of states outside of South Carolina.

7. Class Counsel and Defendant will hire a third-party administrator (the “Settlement Administrator”) to assist in the administration of the settlement and the notification to the members of the Settlement Classes. The Court appoints JND Legal Administration as Settlement Administrator. The costs and expenses shall be paid subject to the terms of the Settlement Agreement. The Settlement Administrator will be responsible for carrying out the tasks set forth in the Settlement Agreement.

8. The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class and as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class. The Settlement Administrator is authorized to take all reasonable steps to effectuate the notice plans that are not inconsistent with the Settlement Agreement or the notice plans.

9. All members of the Settlement Class have the right to object to the settlement pursuant to the procedures and schedule set forth in the Settlement Agreement. HomeAdvisor Class Members have the right to opt out of the settlement pursuant to the procedures and schedule set forth in the Settlement Agreement. Injunctive Relief Class Members do not have the right to opt out.

10. The statutory and punitive damage claims released by Injunctive Relief Class Members are incidental to the meaningful and valuable injunctive relief provided by the settlement. *Berry v. Schulman*, 807 F.3d 600, 609 (4th Cir. 2015).

11. A Final Approval Hearing shall take place before the Honorable _____ on _____, 2019, at _____, at the Lexington County Court of Common Pleas, 205 East Main Street, Lexington, 29072, to determine whether the proposed settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate, and should be approved; whether the Final Approval Order, as provided for in the Settlement Agreement should be entered; whether the Order for Injunctive Relief should be entered; the amount of any fees and costs that may be awarded to Class Counsel; and the amount of any service award that may be awarded to the Named Plaintiffs as provided for in the Settlement

Agreement. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to the Settlement Class Members.

12. Objections by members of the Settlement Classes to the Settlement Agreement shall be heard by the Court at the Final Approval Hearing. For an objection to be effective, a notice of intent to object to this settlement agreement must be (a) filed with the Clerk of the State Court not later than 96 days after the Notice Date; (b) in compliance with all applicable laws and rules; and (c) sent to the Settlement Administrator by U.S. mail, postmarked no later than 96 days after the Notice Date. To be effective, an objection must contain: (a) the objecting Injunctive Relief Class Member's full name, address, date of birth, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting Injunctive Relief Class Member intends to appear at the Final Fairness Hearing; and (e) a written specification of the basis for each objection, including any legal and factual support that the objecting Injunctive Relief Class Member wishes to bring to the Court's attention and any evidence the objecting Injunctive Relief Class Member wishes to introduce in support of the objection.

13. Any member of the Settlement Classes who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement.

14. Class Counsel shall file any application for an award of attorneys' fees and costs, Named Plaintiff service awards no later than fourteen (14) days prior to the deadline for members of the Settlement Classes to object.

15. All proceedings in the Litigation are stayed pending final approval of the settlement, except as may be necessary to implement the settlement or comply with the terms of the Settlement Agreement.

16. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, or if final approval of the settlement is not obtained (or if such approval is reversed, vacated, or modified in any material respect by this or any other court), the certification order, including the preliminary certification of the Settlement Classes and appointment of the Class Representatives and Class Counsel shall be void and/or vacated, and this action shall proceed as if the Settlement Classes had never been conditionally certified (including Defendant's right to oppose any subsequent motion for class certification), and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

17. Counsel for the Parties and the Settlement Administrator are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement that are not materially inconsistent either with the Order or the Settlement Agreement.

18. This Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

SO ORDERED.

Date:

The Honorable Walton J. McLeod, IV
Circuit Court Judge
Eleventh Judicial Circuit

Exhibit B

COURT ORDERED NOTICE

*Boskie v.
backgroundchecks.com LLC*

Class Action Notice

A settlement has been reached in a class action lawsuit against backgroundchecks.com LLC ("BGC") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Plaintiff claims that in consumer reports provided to HomeAdvisor Inc. BGC improperly included adverse information other than convictions of crimes that antedated the reports by more than seven years. BGC vigorously denies that it violated any law but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the litigation. This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please review the Settlement Agreement, available at www.URL.com.

Boskie v. backgroundchecks.com LLC

c/o ADMINISTRATOR

ADDRESS

ADDRESS



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

ELECTRONICALLY FILED - 2019 Apr 19 11:39 AM - LEXIN

Am I a Class Member? BGC's records indicate you are a Class Member. The Settlement Class consists of all natural persons residing in the United States or the District of Columbia who were the subject of one or more consumer reports that BGC prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to [REDACTED], which report or reports contained one or more criminal records where the reported disposition in the incident was (a) either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven years. Excluded from the Settlement Class are any Released Party, any person who has previously released his or her claims against BGC, any person who validly opts out of the settlement pursuant to section 4.6, and the Judge overseeing the Litigation.

What Can I Get? If the settlement is approved by the Court and you do not exclude yourself from the settlement, you will receive a settlement payment and release BGC over the legal issues in this litigation. The estimated per class member amount is \$xxx, but the actual amount will depend on the amount of attorneys' fees, Named Plaintiff service award, and administration costs approved by the Court. The total settlement fund is \$834,675. **You do not have to do anything to receive a payment.**

What Are My Other Options? If you do not wish to be part of the settlement, you may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator postmarked by xxxxxxx, xx, 2019. If you exclude yourself, you cannot receive a settlement payment, but you keep any rights you may have to sue BGC over the legal issues in this litigation. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the settlement. Your written objection must be filed with the Court no later than xxxxxxx, xx, 2019. Specific instructions on how to object to or exclude yourself from the settlement are available at www.URL.com. If you do not exclude yourself from the settlement, you will be bound to the Court's judgment, including the release of claims contained in the Settlement Agreement.

Who Represents Me? The Court has appointed a team of lawyers from Berger & Montague, P.C. and Willig, Williams and Davidson to serve as Class Counsel. They will petition the Court to be paid legal fees up to \$xxx,xxx, as well as expenses, from the settlement fund, and a Named Plaintiff service award of up to \$1,500, but they may ask for less. The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class counsel will be required to submit a fee request to the court demonstrating why the fee they are seeking is reasonable. You may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on xxxxxxx, xx, 2019 at xx:xx x.m. at 205 East Main Street, Lexington, SC 29072. At that hearing, the Court will hear any objections concerning the fairness of the settlement, decide whether to approve the requested attorneys' fees, Named Plaintiff service award, and administration costs, and determine the final fairness of the settlement.

More Information? For more information on the Settlement, to view the Settlement Agreement, and to learn more about how to exercise your options under this Settlement, visit the Settlement Website at www.URL.com or call [phone number].

Exhibit C

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
GEORGE BOSKIE, HADEL TOMA and	)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,)	
)	
v.)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

NOTICE OF CLASS ACTION SETTLEMENT

IF BACKGROUNDCHECKS.COM LLC, PREPARED A CONSUMER REPORT ABOUT YOU FOR HOMEADVISOR, INC. ON OR AFTER SEPTEMBER 8, 2014 AND ON OR BEFORE [REDACTED], 2018, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A settlement has been proposed in a class action lawsuit against backgroundchecks.com LLC (the “**Defendant**”) on behalf of consumers who on or after September 8, 2014 but on or before [REDACTED] were the subject of a background check provided directly to HomeAdvisor Inc. that contained a record other than a conviction of a crime with a disposition date more than seven years before the date of the report.

YOUR RIGHTS AND OPTIONS	
DO NOTHING	If the Court approves the settlement, a check in an amount of approximately \$ [REDACTED] will be mailed to you. You will also give up your right to object to the Settlement and you will not be able to be a part of any other lawsuit about the legal claims in this case.
EXCLUDE YOURSELF	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, and wish to pursue an action against the Defendant, it is important that you promptly speak to an attorney because of the time-sensitive nature of claims under the Fair Credit Reporting Act.
OBJECT	You remain a class member but you may write to the Court and explain why you don’t think the settlement is fair, reasonable, or adequate.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 3

1.	Why did I receive this Notice?.....	3
2.	What is this lawsuit about?	3
WHO IS AFFECTED BY THE SETTLEMENT?		3
3.	How do I know if I am affected by the Settlement?	3
WHAT BENEFITS ARE PROVIDED?		4
4.	What does the Settlement provide?.....	4
HOW YOU GET SETTLEMENT BENEFITS.....		4
5.	How can I get a benefit?	4
6.	When would I get my settlement check?	4
7.	What am I giving up to get a benefit or stay in the settlement class?.....	5
EXCLUDING YOURSELF FROM THE SETTLEMENT		6
8.	How do I exclude myself from the Settlement?.....	6
9.	If I do not exclude myself, can I sue the Defendant for the same thing later?.....	6
10.	If I exclude myself, can I get any monetary benefit from the Settlement?.....	7
THOSE REPRESENTING YOU		7
11.	Do I have a lawyer in the case?	7
12.	How will the lawyers be paid?.....	7
13.	Is the Plaintiff entitled to a separate payment?	7
OBJECTING TO THE SETTLEMENT		7
14.	How do I tell the Court that I do not like the Settlement?	7
15.	What is the difference between objecting and excluding?.....	8
THE COURT'S FAIRNESS HEARING		8
16.	When and where will the Court decide to approve the Settlement?	8
17.	Do I have to come to the hearing?	9
18.	May I speak at the hearing?	9
19.	Are there more details about the Settlement?	9
20.	How do I get more information?.....	9

BASIC INFORMATION

1. WHY DID I RECEIVE THIS NOTICE?
--

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

A Court authorized the notice because you have a right to know about a proposed settlement in 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 Walton J. McLeod, IV, of the Court of Common Pleas for Lexington County, South Carolina, is overseeing this class action. The case is known as *Boskie, et al. v. backgroundchecks.com LLC* (the “**Lawsuit**”).

2. WHAT IS THIS LAWSUIT ABOUT?

What the Plaintiff Claims

One of the Plaintiffs, George Boskie (the “**Plaintiff**”) claims the Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “**FCRA**”) in connection with preparing background reports that were provided directly to HomeAdvisor, Inc. Specifically, the Plaintiff contends that the Defendant violated the FCRA by reporting to HomeAdvisor, Inc. records other than convictions of crimes with a disposition date more than seven years before the date of the report. This Notice relates to the settlement of this claim and is referred to as the “**HomeAdvisor Class Settlement**.”

In addition to the claim described above, Plaintiffs Hadel Toma and Terry Keller, and Defendant have reached a class settlement related to other allegations in the complaint. The settlement of these other allegations is referred to as the “**Injunctive Relief Settlement**.” You are also a member of the Injunctive Relief Settlement Class. This Notice does not provide information with respect to the Injunctive Relief Settlement. Information about the Injunctive Relief Settlement can be found at www.URL.com.

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 the litigation.

WHO IS AFFECTED BY THE SETTLEMENT?

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

You are a member of the HomeAdvisor Class and are affected by the settlement if the Defendant provided a background check about you directly to HomeAdvisor, Inc. that contained a record that was something other than a conviction of a crime and the disposition of that record occurred more than seven years before the date of the report.

Specifically, for the purposes of settlement only, the Court has provisionally certified a “**HomeAdvisor Class**” defined as follows:

All natural persons residing in the United States or the District of Columbia who were the subject of one or more reports that Defendant prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to the date when the Court enters its order of Preliminary Approval, which report or reports contained one or more criminal records where the reported

QUESTIONS? VISIT [WWW.URL.COM](http://www.URL.COM) OR CALL XXX-XXX-XXXX.

disposition in the incident was (a) either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven years. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, any person who validly opts out of the settlement pursuant to Section 4.6 of the settlement agreement, and the judge overseeing the Litigation.

If you fall within the foregoing HomeAdvisor Class definition, you will be a HomeAdvisor Class Member unless you exclude yourself from the HomeAdvisor Class.

WHAT BENEFITS ARE PROVIDED?

4. WHAT DOES THE SETTLEMENT PROVIDE?

The Defendant has agreed to pay \$834,675 (the “**Settlement Fund**”) for the benefit of the HomeAdvisor Class. Payments will be made by check to each class member in the amount of approximately \$[REDACTED]. Because the amount of each check is subject to a *pro rata* deduction from the Settlement Fund for attorneys’ fees and costs approved by the Court, the expected payment is the “net” amount stated above. This is an approximate amount and the amount that you actually receive could be less.

HOW YOU GET SETTLEMENT BENEFITS

5. HOW CAN I GET A BENEFIT?

You do not need to do anything to receive the benefits of the settlement. If the settlement is finally approved, you will automatically receive a payment, unless you have excluded yourself from the HomeAdvisor Class. The check will be mailed to the address appearing in the Defendant’s records. If your address has changed or is changing, you may contact the Settlement Administrator at PO Box XXX, Seattle, WA 98111.

6. WHEN WOULD I GET MY SETTLEMENT CHECK?

The Court will hold a hearing on [REDACTED], 2019 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. The progress of the settlement will be reported at the settlement website: [website]. 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 HomeAdvisor Class, which means that you cannot be part of any other lawsuit against the Defendant (or other parties released by the settlement) about the legal claims in this case and legal claims that could have been brought in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself from the HomeAdvisor Class, you will agree to a “Release of Claims,” stated

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

below, which describes exactly the legal claims that you give up if you get settlement benefits. Basically, you are releasing your right to individually sue for any violation of federal or state law based on the Defendant's reporting to HomeAdvisor, Inc. of non-conviction count information, meaning criminal counts that did not result in convictions but were charged in a criminal case in which a conviction occurred more than seven years before the date of the report.

The "Release" contained in the Settlement Agreement states:

As of the Effective Date, all members of the HomeAdvisor Class fully, finally, completely, and forever release and discharge the Released Persons from any and all Claims, Liabilities, Proceedings, and Relief that arose on or before the Effective Date and that any HomeAdvisor Class Member ever had, now has, or may have in the future for or related to any acts or omissions that were raised or could have been raised in the Litigation ("**HomeAdvisor Released ClaimsError! Bookmark not defined.**"). After entering into this settlement agreement, a HomeAdvisor Class Member may discover facts other than, different from, or in addition to those that they know or believe to be true with respect to the matters released and discharged. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. This release binds each HomeAdvisor Class Member, as well as HomeAdvisor Class Members' executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Each HomeAdvisor Class Member, acknowledges that he is familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This settlement agreement provides a specific release of the HomeAdvisor Released Claims, not a general release in the sense contemplated by these laws. To the extent applicable, the HomeAdvisor Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. The HomeAdvisor Class Members hereby affirm that this waiver is knowing and voluntary. The HomeAdvisor Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true.

EXCLUDING YOURSELF FROM THE SETTLEMENT

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want a benefit from this 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 HomeAdvisor 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 [REDACTED], 2019 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, and wish to pursue an action against the Defendant, 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, send a letter stating that you want to be excluded from the settlement of *Boskie v. backgroundchecks.com LLC*. Be sure to include: (1) the name of this lawsuit, *Boskie v. backgroundchecks.com LLC*, No. 2019CP3200824 (2) your full name, current address, telephone number, and last four digits of your Social Security number; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than [REDACTED], 2019 to:

Exclusion Requests – *Boskie* Settlement Administrator
[address]

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

9. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action to continue your own lawsuit. Remember, your Exclusion Request must be postmarked by [REDACTED], 2019.

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

No.

THOSE REPRESENTING YOU**11. DO I HAVE A LAWYER IN THE CASE?**

The Plaintiffs retained **E. Michelle Drake and John G. Albanese** of Berger Montague PC, 43 SE Main Street, Suite 505, Minneapolis, MN 55414 and **Ryan Allen Hancock** of Willig, Williams and Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103 to represent them. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other members of the HomeAdvisor Class. Together, the attorneys are called “**Class Counsel**.” These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys’ fees, which the Defendant has agreed to pay as part of the Settlement Fund, with Class Counsel requesting approximately 33% of the Settlement Fund. However, the Court may ultimately award less than this amount. Class Counsel will also ask the Court to reimburse their costs and expenses incurred by them and by the Plaintiff in litigating this matter. The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the court demonstrating why the fee they are seeking is reasonable. This petition will be available on the Settlement Website no later than [REDACTED], 2019. The Defendant has paid for the costs of this notice to you and the costs of administering the settlement as part of the Settlement Fund.

13. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?

The Plaintiff will ask the Court to approve a payment of an amount not to exceed \$1,500 as individual settlement and service award for his effort and time expended in prosecuting this case. However, the Court may ultimately award less than this amount.

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

OBJECTING TO THE SETTLEMENT**14. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

If you are a member of the HomeAdvisor Class, you can object to the settlement if you do not think any part of the settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the settlement in *Boskie v. backgroundchecks.com LLC*. Be sure to include: (a) the objecting HomeAdvisor Class Member's name, address, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting HomeAdvisor Class Member intends to appear at the Final Fairness Hearing; and (e) a written statement detailing the specific basis for each objection, including any legal and factual support that the objecting HomeAdvisor Class Member wishes to bring to the Court's attention and any evidence the objecting HomeAdvisor Class Member wishes to introduce in support of the objection.

You must file your objection with the Clerk of the Court, 205 East Main Street, Lexington SC 29072 no later than _____, 2019. In addition, you must mail a copy of your objection to the Settlement Administrator at _____ no later than _____, 2019.

There are additional requirements necessary for your attorney if you retain one. To be effective, an objection submitted through an attorney must contain, in addition to the information set forth above: the identity, mailing address, email address, fax number, phone number for the counsel by whom the HomeAdvisor Class Member is represented

Below is the contact information for the Parties' Counsel:

CLASS COUNSEL	DEFENSE COUNSEL
BERGER MONTAGUE PC Attn: E. Michelle Drake 43 SE Main St., Suite 505 Minneapolis, MN 55414	TROUTMAN SANDERS LLP Attn: Cindy D. Hanson 600 Peachtree St. NE, Suite 5200 Atlanta, GA 30308

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain in the HomeAdvisor Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object to this settlement because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

16. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

The Court will hold a fairness hearing on [REDACTED], 2019 at [REDACTED] in Courtroom [REDACTED] of the Lexington County Court of Common Pleas, 205 East Main Street, Lexington, SC 29072. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Plaintiff will be paid. After the hearing, the Court will decide whether to finally approve the settlement.

17. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any 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.

18. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Boskie v. backgroundchecks.com LLC*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be filed with the Court no later than Month Day, Year, and must be mailed to the Settlement administrator no later than Month Day, Year. The addresses are in section 14 above. You cannot speak at the hearing if you have excluded yourself.

19. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details can be found on the settlement website at [website], which includes the Complaint, Settlement Agreement, and other governing settlement documents.

20. HOW DO I GET MORE INFORMATION?

You can visit the website at [website]. If you have questions about the case, you can call toll free [number] or write to: Settlement Administrator, [address].

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

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

Exhibit D

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
GEORGE BOSKIE, HADEL TOMA and	)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,)	
)	
v.)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

NOTICE OF CLASS ACTION SETTLEMENT

ADULTS 18 YEARS AND OLDER WITH A CRIMINAL RECORD

*You could be affected by a class action settlement involving
criminal background checks and reporting*

- There is a proposed settlement in a class action lawsuit against backgroundchecks.com LLC (“Defendant”) involving the provision of data to third parties from Defendant’s public record database. Defendant maintains that it has not done anything wrong.
- You are included in the proposed Injunctive Relief Settlement if between September 8, 2014 and _____ (1) information about a criminal record related to you (even if it did not result in a conviction) was in Defendant’s public record database or (2) Defendant provided a report about you to a third party. Defendant’s database contains hundreds of millions of publicly available criminal records and aliases from county, state and federal agencies, courts and correctional institutions.
- Your legal rights are affected by the proposed Injunctive Relief Settlement even if you do nothing.
- Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this entire notice carefully.

YOUR RIGHTS AND OPTIONS	
OBJECT TO THE SETTLEMENT	Write to the Court and explain why you don’t think the settlement is fair, reasonable, or adequate. Your objection must be filed by Month day, Year <i>see Questions __ - __</i>)
GO TO A HEARING	Write to ask to speak to the Court about the fairness, reasonableness or adequacy of the settlement. Your Notice of Intent to Appear must be filed by Month Day, Year (<i>see Questions __ - __</i>)
DO NOTHING	You do not have to do anything to benefit from the proposed Injunctive Relief Settlement. If the Injunctive Relief Settlement is finally approved, you will not be able to sue BGC for statutory and punitive damages or on a class action basis in connection with the provision of data from BGC to certain third parties. You retain your right to sue for actual damages. (<i>see Questions __ - __</i>)

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	3
1. Does this Notice apply to me?	3
2. What is this lawsuit about?	3
WHO IS AFFECTED BY THE SETTLEMENT?	4
3. How do I know if I am affected by the Settlement?	4
WHAT BENEFITS ARE PROVIDED?	4
4. What does the Settlement provide?.....	4
5. When will the Proposed Settlement go into effect?	5
6. How does the Proposed Settlement affect my rights?	5
7. Can I exclude myself from the Settlement?	6
THOSE REPRESENTING YOU	6
8. Do I have a lawyer in the case?	6
9. How will the lawyers be paid?	6
10. Are the Plaintiffs entitled to a separate payment?	6
OBJECTING TO THE SETTLEMENT	7
11. How do I tell the Court that I do not like the Settlement?	7
THE COURT'S FAIRNESS HEARING	8
12. When and where will the Court decide to approve the Settlement?	8
13. Do I have to come to the hearing?	8
14. May I speak at the hearing?	8
15. Are there more details about the Settlement?	8
16. How do I get more information?.....	8

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

BASIC INFORMATION

1. DOES THIS NOTICE APPLY TO ME?

You are a member of the Injunctive Relief Class if information about you was in Defendant's public record database at any time between September 8, 2014 and _____. The information in Defendant's public record database is collected (directly or indirectly) from county, state and federal agencies. These agencies include courts, correctional institutions and other agencies that collect and manage information on criminal records. The information in Defendant's database relates to criminal records even if there is no conviction. Defendant's public record database contains over 600 million separate records

A Court authorized this notice to inform you about the proposed Injunctive Relief Class Settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the Injunctive Relief Settlement. This notice is only a summary of the proposed Injunctive Relief Settlement. More details about the proposed Injunctive Relief Settlement, the date when appeals are no longer allowed and the Injunctive Relief Settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.URL.com.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit is known as *Boskie v. backgroundchecks.com LLC*, No. 2019CP3200824. Judge Walton J. McLeod, IV of the Court of Common Pleas for the State of South Carolina, Lexington County, is overseeing this case. The people who sued are named George Boskie, Hadel Toma and Terry Keller. They are called "Plaintiffs", the company sued is the "Defendant." The Defendant is backgroundchecks.com LLC.

What the Plaintiffs Claim

Plaintiffs claim Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the "FCRA") when it provided criminal record data to consumer reporting agencies, which used that data in some manner when preparing background check reports for third parties, including employers. Specifically, Plaintiffs allege that this sale of data by the Defendant (1) were consumer reports under the FCRA, and (2) Defendant failed to follow certain FCRA requirements that apply to consumer reports.

In addition to the claim described above, Plaintiff George Boskie and Defendant have reached a class settlement related to other allegations in the complaint. Specifically, Plaintiff Boskie contends that the Defendant violated the FCRA by reporting to HomeAdvisor, Inc. records other than convictions of crimes with a disposition date more than seven years before the date of the report. The settlement of these other allegations is referred to as the "**HomeAdvisor Class Settlement.**" If you are a member of the HomeAdvisor Class, you will receive a notice in the mail, which provides information with respect to the HomeAdvisor Class Settlement.

How the Defendant Responded

The Defendant has denied all claims in the Lawsuit. Defendant contends that it acted lawfully and that the FCRA does not apply to much of its conduct. Where the FCRA does apply, Defendant contends it acted in compliance with the FCRA at all times.

Why the Parties Propose to Settle

The Court did not decide whether the reports were consumer reports, whether the FCRA applied in whole or in part, or that either side was right or wrong. Instead, both sides agreed, in order to avoid the burden, expense, risk and uncertainty of continuing the litigation, to resolve the case and agree to the Settlement.

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

You are a member of the Injunctive Relief Class if information about you was in Defendant's public record database at any time between September 8, 2014 and _____. The information in Defendant's public record database is collected (directly or indirectly) from county, state and federal agencies. These agencies include courts, correctional institutions and other agencies that collect and manage information on criminal records. The information in Defendant's database relates to criminal records even if there is no conviction and aliases. Defendant's public record database contains over 600 million separate records.

Specifically, for the purposes of settlement only, the Court has provisionally certified an **"Injunctive Relief Class"** defined as follows:

all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant's public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to **the date when the Court enters its order of Preliminary Approval**. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, and the judge overseeing the Litigation.

WHAT BENEFITS ARE PROVIDED?**4. WHAT DOES THE SETTLEMENT PROVIDE?**

The benefits for the Injunctive Relief Class Members fall under the category of injunctive relief. An injunction occurs when a court orders a person to do or not to do something – in this case changes certain of Defendant's business practice. The Settlement requires the Defendant, at their expense, to design, implement, and maintain specific, substantial procedures that address the lawsuit's concerns about the sale of data from Defendant's database to consumer reporting agencies.

In general, the procedures require that before Defendant provides data to a consumer reporting agency, the consumer reporting agency must provide certain certifications to the Defendant of the duties they will perform with respect to the data received from Defendant. The data provided by the Defendant to the consumer reporting agency will depend on the specific certification provided by the consumer reporting agency. The goal of these certifications is for the consumer report that is produced by the consumer reporting agency to be in compliance with the FCRA and applicable FCRA-Equivalents.

Because these procedures are being accomplished through a Court injunction, Judge Walton J. McLeod, IV will retain ongoing supervision and enforcement of these changes. The specific terms

of these changes are included in the exhibits to the Settlement Agreement, a copy of which is available at www.URL.com.

Injunctive Relief Class Members do not have to pay or buy anything, register, or provide any information to benefit from the changes in business practice provided by the Settlement Agreement. **There will be no payments to the Injunctive Relief Class Members.**

Defendants have agreed to pay all costs associated with: publishing this notice, implementing the procedures described in the Court's injunction, administering the Settlement, and paying Class Counsel for their attorney's fees and expenses.

5. WHEN WILL THE PROPOSED SETTLEMENT GO INTO EFFECT?

The Court will hold a fairness hearing on _____, 2019, to decide whether to approve the proposed Settlement. Even if the Court approves the proposed Settlement, there could be appeals to the Court's decision. The time for an appeal varies, and could take more than a year.

The date when all appeals are completed, the proposed Settlement becomes final is called the Effective Date. You can visit the Settlement website at www.URL.com for updates on the status of the case.

6. HOW DOES THE PROPOSED SETTLEMENT AFFECT MY RIGHTS?

If the proposed Settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against the Defendant for statutory or punitive money damages relating to any violation of the FCRA or any similar state law based upon the communication of data from the Defendant to a consumer reporting agency or an entity that represented itself to be a consumer reporting agency. This means you cannot seek, or continue to seek, statutory or punitive damages based on any of the Defendant's alleged violations of the FCRA related to the sale of data from the Defendant's database to consumer reporting agencies. You will be giving up all such claims, whether or not you know about them. You are also giving up your right to file a class or mass action against Defendant related to Defendant's communication of data to consumer reporting agencies.

All Injunctive Relief Class members will receive the benefit from these changes in business practices and agree for seven years from the Effective Date (so long as Defendant is bound by the Injunction), they (1) will not contend that any action taken by Defendant in accordance with the injunction is a willful violation of FCRA (or any FCRA-Equivalents) and (2) will not file or participate in a class or mass action against Defendant related to Defendant's communication of data to consumer reporting agencies.

However, you will still have the right to file an individual lawsuit against the Defendant for actual damages that you claim resulted from the Defendant selling data about you from the Defendant's database to consumer reporting agencies. The Defendant will have the right to deny it is liable for any such damages.

The precise terms of the release and agreements are explained in the Settlement Agreement, which you can view on the Settlement website, www.URL.com.

The Court's decision in this case will apply to you even if you object to the Settlement or have any other claim, lawsuit, or proceeding pending against the Defendant or any of the Released Parties relating to the same claims. If you have any questions about the release, then you should visit the

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

Settlement website, www.URL.com, for more information or consult with a lawyer. See Question ___ below for more information about seeking legal advice about the Settlement.

7. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

No. The proposed Settlement requires the Defendant to make substantial revisions to its business practices and processes, and implement procedures to ensure it changes its business practices to benefit all Class Members, equally. As explained in Question ___, this type of benefit is injunctive. Under this type of class action, you cannot exclude yourself from the Class or this proposed Settlement.

THOSE REPRESENTING YOU

8. DO I HAVE A LAWYER IN THE CASE?

The Plaintiffs retained **E. Michelle Drake and John G. Albanese** of Berger Montague PC, 43 SE Main Street, Suite 505, Minneapolis, MN 55414 and **Ryan Hancock** of Willig Williams & Davidson, 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103 to represent them. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other members of the Injunctive Relief Class. Together, the attorneys are called “**Class Counsel**.” These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses of up to \$2,100,000, for the time and effort they have spent on this case. However, the Court may ultimately award less than this amount. The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the court demonstrating why the fee they are seeking is reasonable. This petition will be available on the Settlement Website no later than **DATE**.

The Defendant will pay the approved amount of attorneys’ fees and expenses, and no Class Member will owe or pay anything for the attorneys’ fees and expenses of Class Counsel.

10. ARE THE PLAINTIFFS ENTITLED TO A SEPARATE PAYMENT?

The Plaintiffs have found lawyers to represent them and the Class, litigated this case, participated in discovery, and participated in settlement negotiations. As compensation for their work on behalf of class members, the Plaintiffs will ask the Court to approve payments to each of them in an amount not to exceed \$3,500. The Court may ultimately award less than the requested amounts.

OBJECTING TO THE SETTLEMENT

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

If you are a member of the Injunctive Relief Class, you can object to the settlement if you do not think any part of the settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To be effective, an objection must contain: (a) the objecting Injunctive Relief Class Member's full name, address, date of birth, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting Injunctive Relief Class Member intends to appear at the Final Fairness Hearing; and (e) a written specification of the basis for each objection, including any legal and factual support that the objecting Injunctive Relief Class Member wishes to bring to the Court's attention and any evidence the objecting Injunctive Relief Class Member wishes to introduce in support of the objection.

You must file your objection with the Clerk of the Court, 205 East Main Street, Lexington SC 29072 no later than _____, 2019. In addition, you must mail a copy of your objection to the Settlement Administrator at _____ no later than _____, 2019.

There are additional requirements necessary for your attorney if you retain one. To be effective, an objection submitted through an attorney must contain, in addition to the information set forth above: the identity, mailing address, email address, fax number, phone number for the counsel by whom the Injunctive Relief Class Member is represented.

Below is contact information for the Parties' Counsel:

CLASS COUNSEL	DEFENSE COUNSEL
BERGER MONTAGUE PC Attn: E. Michelle Drake 43 SE Main St., Suite 505 Minneapolis, MN 55414	TROUTMAN SANDERS LLP Attn: Cindy D. Hanson 600 Peachtree St. NE, Suite 5200 Atlanta, GA 30308

THE COURT'S FAIRNESS HEARING

12. 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 at the hearing, but you do not have to.

The Court will hold a fairness hearing on [REDACTED], 2019 at [REDACTED] in Courtroom [REDACTED] of the Lexington County Court of Common Pleas, 205 East Main Street, Lexington, SC 29072. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Plaintiff will be paid. After the hearing, the Court will decide whether to finally approve the settlement.

13. 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.

14. 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 Intent to Appear in *Boskie v. backgroundchecks.com LLC*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be filed with Clerk of Court no later than _____, 2019 and must be mailed to the Settlement Administrator no later than [REDACTED], 2019. The addresses are in Section 11 above.

15. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. More details can be found on the settlement website at [website], which includes the Complaint, Settlement Agreement, and other governing settlement documents.

16. HOW DO I GET MORE INFORMATION?

You can visit the website at [website]. If you have questions about the case, you can call toll free [number] or write to: Settlement Administrator, [address].

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

QUESTIONS? VISIT WWW.URL.COM OR CALL XXX-XXX-XXXX.

Exhibit E

Adults 18 Years and Older with Criminal Records

Your Rights Could Be Affected by a Class Action Settlement Involving Criminal Record Data

A Settlement has been reached in a class action lawsuit involving criminal record data sold by backgroundchecks.com LLC to consumer reporting agencies.

What is This Case About?

The lawsuit claims that BGC sold criminal record data to consumer reporting agencies that were “consumer reports” under the Fair Credit Reporting Act (“FCRA”). The lawsuit claims that BGC failed to follow certain FCRA requirements that apply only to “consumer reports.” BGC denies that it has violated the FCRA. Both sides have agreed to the Settlement to resolve the case and provide benefits to consumers.

Who is Included?

If BGC’s criminal record database at any time between September 8, 2014 and _____ contained information about a criminal record belonging to you (even if it did not result in a conviction), you are in the Class.

What does the Settlement Provide?

BGC has agreed to implement and maintain heightened specific and substantial procedures to address the concerns raised in the lawsuit regarding the provision of data to consumer reporting agencies.

Your Options

If the Court approves the proposed Settlement, then you will be bound by the Court’s decisions – you cannot exclude yourself from the class. You will not be able to sue, or continue to sue, BGC for statutory or punitive damages. You will still be able to file a lawsuit on your own to pursue claims for actual damages. In addition, you will not be able to pursue (or be a member of) any mass action or class action lawsuit against BGC. If you do not like the proposed Settlement, you must object by _____, 2019, as discussed further at www.URL.com.

The Court will hold a hearing on _____, 2019, to consider any objections, whether to approve the Settlement, and to award attorneys’ fees and expenses up to \$2.1 million. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your expense, to appear or speak for you at the hearing. You must let the Court know by _____, 2019, if you intend to do so.

**For more information: 1.800.000.000
www.URL.com**

Exhibit F

INDIVIDUAL GENERAL RELEASE

In exchange for the relief outlined in the _____, 2019 Settlement Agreement between the Parties, [NAMED PLAINTIFF], his executors, representatives, heirs, successors, bankruptcy trustees, agents and assigns hereby releases his Claims against (a) Defendant, (b) any individual, corporation, firm, or government agency that acted as a supplier to Defendant and that supplied Defendant with information related to the consumer report provided on [PLAINTIFF], (c) anyone that succeeds to the business or operations of Defendant, (d) the current and former directors, officers, trustees, shareholders, partners, contractors, agents, representatives, and employees of anyone listed in (a), (b), or (c), (e) any heirs successors, devisees, executors, and administrators of the same, (f) anyone who, if [PLAINTIFF] could assert a claims against anyone in (a), (b), (c), (d), or (e), asking to be protected against or reimbursed for [PLAINTIFF]'s claim, and (g) the insurer of anyone listed in (a) – (f). “Claims” means any allegations, claims, rights, demands, charges, complaints, counterclaims, actions, causes of action, petitions, obligations or liabilities, for any type of relief which Plaintiff ever had, now has or may have in the future resulting from, arising, out of, or in way, directly or indirectly, connected with any action or omissions that were raised or could have been raised in the Litigation, whether known or unknown, suspected or unsuspected. Claims shall include all claims for restitution and actual, statutory, or punitive damages, other monetary relief of any kind, as well as all claims for declaratory and injunctive relief. The Claims shall include without limitation those based on the law of any jurisdiction, including federal law, state law, local law, statutes, regulations and common law.

Date:

[PLAINTIFF]

Exhibit G

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
)	
GEORGE BOSKIE, HADEL TOMA and	)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,	)	[PROPOSED]
	)	ORDER ON INJUNCTION
v.)	
)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

The Court, having considered Plaintiff's Unopposed Motion for Final Approval of the Proposed Class Action Settlement between Plaintiffs George Boskie, Hadel Toma, and Terry Keller and Defendant backgroundchecks.com LLC in the above captioned matter, and having found that the class settlement is fair, reasonable, adequate, and the best interests of the Settlement Class Members, the Court now enters this Injunction in connection with said class settlement.

Article 1 Overview

This injunction applies only to Defendant's provision of Records Search Results to Downstream CRA's for the purpose of the Downstream CRA preparing a Consumer Report (that provision being the "**Activity**"). When Defendant provides Records Search Results to Downstream CRA's as part of the Activity, it does so as an agent of the Downstream CRA (in the same sense as the Downstream CRA's employees are its agents), collaborating with the Downstream CRA in the preparation of the Downstream CRA's Consumer Report. Nothing in this order affects or diminishes the Downstream CRA's responsibility or liability for that Consumer Report. Defendant and the Downstream CRA may allocate responsibilities between them in order for the Downstream CRA's Consumer Report to be in compliance with the FCRA and applicable FCRA-Equivalents. Article 2 describes how Defendant must obtain certifications from Downstream CRAs that they

will perform the duties allocated to them. Article 3 describes the alternative allocations of responsibility to which Defendant must require Downstream CRAs to certify. Article 4 describes the method by which Defendant must obtain Settlement Class Counsel's review of online certification language. Article 5 describes additional responsibilities that Defendant must perform in order to fulfill the responsibilities so allocated to Defendant. Article 6 describes assessments of Downstream CRAs that Defendant must perform to provide assurance that Downstream CRAs are fulfilling their responsibilities so allocated. Article 7 describes procedures that Defendant must use in responding to Settlement Class Members' requests for disclosures of Records Search Results within Defendant's files and for reinvestigation of Records Search Results.

Article 2 Procedural Certifications Method

Defendant shall adopt policies, procedures, and software systems that (as a whole) require each Downstream CRA to certify how it will use the Records Search Results that the Defendant provides, among the options set out in Article 3.

- (a) Defendant may permit Downstream CRAs to make these certifications either electronically or non-electronically and either in or with its order for Records Search Results or in advance of the order.
- (b) To the extent that Defendant permits a Downstream CRA to make electronic certifications that apply to future orders for Records Search Results (as opposed to making certifications in or with its order for Records Search Results), Defendant shall (1) adopt procedures for Downstream CRAs to make or re-affirm those certifications no less frequently than once every four months (in order to continue ordering Records Search Results) and (2) design the electronic certifications so that a Downstream CRA is unable to make any of the certifications

identified in Section 3.6, Section 3.8, or Section 3.10 if it has certified that its End-User's purpose under the FCRA is employment purposes.

- (c) Defendant need not offer all of the options set out in Article 3 and, if it offers any particular option, need not offer it to all Downstream CRAs or in respect of Consumer Reports prepared for all purposes that the FCRA permits.
- (d) Defendant need not use the labels set out in Article 3 for each certification; Defendant may use different labels or no labels at all.

Article 3 Procedural Certifications' Substance

The following specific certifications are in addition to other certifications that Defendant obtains from the Downstream CRA's (including that the Downstream CRA's will comply with the FCRA and other applicable law and that the Downstream CRA remains responsible for its Consumer Report being accurate, complete, up-to-date, and not obsolete).

Section 3.1 Research & Notify

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that it located through its use of Defendant's Database Search Results are complete and up-to-date by:
 - (1) not disclosing those Database Search Results in a Consumer Report;
 - (2) using those Database Search Results to identify names under which and jurisdictions in which to search for public records; and
 - (3) reporting only those public records identified from Defendant's Database Search Results that it also obtains in Traditional Search Results no more than 30 days before the date it first furnishes its Consumer Report to the End-User;

- (b) not report in its Consumer Report any public records that it located through its use of the Records Search Results from Defendant and that are prohibited by any applicable Obsolescence Prohibition
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that it located through its use of the Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (d) if the Downstream CRA includes any information that it also received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.2 Research

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that it located through its use of Defendant's Database Search Results are complete and up-to-date by:
 - (1) not disclosing those Database Search Results in a Consumer Report;
 - (2) using those Database Search Results to identify names under which and jurisdictions in which to search for public records; and
 - (3) reporting only those public records identified from Defendant's Database Search Results that it also obtains in Traditional Search Results no more than 30 days before the date it first furnishes its Consumer Report to the End-User;

- (b) not report in its Consumer Report any public records that it located through its use of the Records Search Results from Defendant and that are prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that it located through its use of the Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.3 Validate & Notify

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) obtaining a Traditional Search Result for each such public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User;
 - (2) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition;
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (d) if the Downstream CRA includes any information that it received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:

- (1) public record information is being reported by the Downstream CRA and its agents; and
- (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.4 Validate

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) obtaining a Traditional Search Result for each such public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User;
 - (2) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.5 Assure & Notify

The Downstream CRA must certify in substance that it will:

- (a) use procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) reviewing each such public record to determine whether it is complete; and

- (2) obtaining a Traditional Search Result for each such incomplete public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User; and
- (3) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition;
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (d) if the Downstream CRA includes any information that it received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.6 Assure

The Downstream CRA must certify in substance that it will:

- (a) use reasonable procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are not misleadingly incomplete by:
 - (1) reviewing each such public record to determine whether it is complete; and
 - (2) obtaining a Traditional Search Result for each such incomplete public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User; and

- (3) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.7 Match & Notify

The Downstream CRA must certify in substance that it will:

- (a) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (b) if the Downstream CRA includes any information that it received in the Records Search Results from Defendant in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.8 Match

The Downstream CRA must certify in substance that it will use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.9 Restrict & Notify

The Downstream CRA must certify in substance that it will, if the Downstream CRA includes any information that it received in the Records Search Results from Defendant in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:

- (a) public record information is being reported by the Downstream CRA and its agents; and
- (b) of the name and address of the user that is the person to whom that information is being reported.

Section 3.10 Restrict

The Downstream CRA need not make any additional certifications.

Article 4 Procedural Certifications' Language

Throughout the first three years of the Term, Defendant shall follow the following process for Settlement Class Counsel to review and collaborate on the initial development of and subsequent changes to language to implement the substantive certifications set out in Article 3 into Defendant's online terms.

- (a) Defendant shall provide Settlement Class Counsel with an initial draft of proposed changes.
- (b) With Settlement Class Counsel, Defendant shall promptly discuss Settlement Class Counsel's observations about the proposed changes. During those discussions, Defendant may provide Settlement Class Counsel with interim drafts of proposed changes, which do not constitute the final draft noted below.
- (c) Defendant shall, after those discussions, provide Settlement Class Counsel with its final draft of proposed changes to its online terms. Defendant shall clearly identify the final draft as the "final draft."

- (d) If Settlement Class Counsel reasonably believes that Defendant's proposed changes do not satisfy the substantive requirements of Article 3, Settlement Class Counsel may request dispute resolution under Article 9.
- (e) Defendant need not make any changes that are (1) substantively more burdensome than the certifications set out in Article 3 or (2) stylistically inconsistent with Defendant's online terms.
- (f) Defendant shall implement either (1) its final draft if Settlement Class Counsel does not timely request dispute resolution or (2) the language resulting from mediation or an enforcement action if Settlement Class Counsel timely requests mediation or a subsequent enforcement action.

Article 5 Compliance Features

Based upon the option that a Downstream CRA certifies from among those listed in Article 3, Defendant shall apply certain compliance features to the Records Search Results as follows:

- (a) Currency Filtering: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, Section 3.3, or Section 3.4, Defendant shall apply restrictions related to public records not being updated that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (b) Obsolescence Filtering: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, 3.3, Section 3.4, Section 3.5, or Section 3.6, Defendant shall apply restrictions related to Obsolescence Requirements that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in

fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.

- (c) Completeness Filtering: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, 3.3, Section 3.4, Section 3.5, or Section 3.6, Defendant shall apply restrictions related to public records including the data elements that are material to the decision being made that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (d) Strict Matching: Unless the Downstream CRA makes the certifications in in Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, 3.6, Section 3.7, or Section 3.8, Defendant shall apply restrictions related to matching public records to individuals that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (e) Consumer Notice: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, Section 3.3, Section 3.4, 3.5, Section 3.7, or Section 3.9, Defendant shall send notices to comply with the Consumer-Notice Requirement on behalf of the Downstream CRA if the Downstream CRA has certified that the End-User's purpose for obtaining a Consumer

Report from the Downstream CRA is employment purposes under the FCRA. The Court acknowledges that Defendant currently intends not to offer this service to Downstream CRAs and not to accept orders for Records Search Results with that combination of certifications.

Article 6 Compliance Audits

Defendant shall conduct assessments of Downstream CRAs fulfillment of their certifications under Article 3. Before signature of this settlement agreement, Settlement Class Counsel reviewed Defendant's written procedures for conducting those assessments and approved of them as providing reasonable assurance that Downstream CRAs so assessed are fulfilling their certifications. Throughout the first three years of the Term, Defendant shall follow the following process for Settlement Class Counsel to review and collaborate on any proposed changes to those procedures.

- (a) Defendant shall provide Settlement Class Counsel with an initial draft of the proposed changes.
- (b) With Lead Class Counsel, Defendant shall promptly discuss Settlement Class Counsel's observations about the proposed changes. During those discussions, Defendant may provide Settlement Class Counsel with interim drafts of proposed changes, which do not constitute the final draft noted below.
- (c) Defendant shall, after those discussions, provide Settlement Class Counsel with its final draft of proposed changes. Defendant shall clearly identify the final draft as the "final draft."
- (d) If Settlement Class Counsel reasonably believes that Defendant's proposed procedures do not give reasonable assurance that Downstream CRA's so assessed are fulfilling their certifications, Settlement Class Counsel may request, in writing and within seven business days after Defendant's delivery of the final draft, that the Defendant and Settlement Class

Counsel mediate the issue. If Settlement Class Counsel does so, Defendant and Settlement Class Counsel shall resolve the issue in accordance with Article 7.

- (e) Defendant need not make any changes that are (1) substantively more burdensome than providing reasonable assurance that Downstream CRA's so assessed are fulfilling their certifications or (2) stylistically or structurally inconsistent with Defendant's other policies and procedures.
- (f) Defendant shall implement either (1) its final draft if Settlement Class Counsel does not timely request dispute resolution or (2) the language resulting from mediation or an enforcement action if Settlement Class Counsel timely requests mediation or a subsequent enforcement action.

Article 7 Disclosures and Reinvestigations

- (a) Upon a request directly from a Settlement Class Member for file disclosure that is made consistently with 15 U.S.C. § 1681h and any similar law, Defendant shall provide a disclosure that includes Records Search Results provided to Downstream CRA's as if the Records Search Results were consumer reports provided by a consumer reporting agency to an end-user under 15 U.S.C. § 1681g, regardless of whether applicable law otherwise so requires.
- (b) Upon a request directly from a Settlement Class Member for disclosure of a specific "report" (or similar request) that is made consistently with 15 U.S.C. § 1681h and any similar law, Defendant shall provide a disclosure of a specific Records Search Result provided to a Downstream CRA's as if the Records Search Results were consumer reports provided by a consumer reporting agency to an end-user under 15 U.S.C. § 1681g, regardless of whether applicable law otherwise so requires.

- (c) Upon a request directly from a Settlement Class Member for a reinvestigation of a Records Search Result provided to a Downstream CRA, Defendant shall conduct a reinvestigation in a manner consistent with 15 U.S.C. § 1681s-2(a)(8)(D)-(G), regardless of whether applicable law otherwise so requires.

Article 8 Individual Dispute Resolution

Section 8.1 Investigation of Alleged Violations

- (a) Before taking any other action, a Settlement Class Member who alleges that Defendant is violating this injunction must, either pro se or through counsel, give Defendant a Notice of Violation.
- (b) “**Notice of Violation**” means a written notice that:
- (1) is sent directly to Defendant at a mailing address that it specifies on the same page of its web site as it provides information for consumers to dispute the accuracy or completeness of its reports;
 - (2) specifies a mailing address and phone number for Defendant to use to contact the Settlement Class Member;
 - (3) includes sufficient information and documents to properly identify the Settlement Class Member if the alleged violation relates to information about the Settlement Class Member;
 - (4) affirms that the Settlement Class Member is a Settlement Class Member;
 - (5) identifies the conduct involved and the provision of this injunction that it allegedly violates;
 - (6) provides all information in the control or possession of the Settlement Class Member about the alleged violation; and

(7) identifies how that violation would reasonably be expected to harm the Settlement Class Member.

- (c) Upon receipt of a Notice of Violation, Defendant shall investigate the alleged violation and respond to the class member within thirty days. If the Notice of Violation provides sufficient information to investigate the Settlement Class Member's allegation, Defendant shall provide a written response stating the results of Defendant's investigation of the allegation and any action to be taken in response to the allegation. Defendant's decision to take action in response to the allegation is not an admission of violation. If the Notice of Violation does not include sufficient information for Defendant to investigate the Settlement Class Member's allegation, Defendant shall provide a written response that identifies the specific additional information that it requires. Upon the Settlement Class Member's submission of all the additional information required (as set out in Defendant's response), Defendant shall investigate the alleged violation and respond to the class member within thirty days as described above.

Section 8.2 Court Orders on Disputes

After the dispute resolution process described above has been completed, the Settlement Class Member may individually submit his or her dispute regarding the allegation made in the Notice of Violation as civil contempt motion in the Court (under the Court's retention of exclusive jurisdiction under Article 13 and under the caption for this Litigation) to cause Defendant to comply with this injunction. The Settlement Class Member's submission to the Court must include copies of all correspondence between the Settlement Class Member and Defendant about the allegation. The Court will have exclusive and sole jurisdiction to resolve the dispute.

Article 9 Implementation Dispute Resolution

This Article 9 applies to any dispute where another provision of this settlement agreement refers the dispute to this Article 9.

- (a) Settlement Class Counsel may initiate dispute resolution by requesting, in writing and within seven business days after Defendant's delivery of a final draft, that the Defendant and Settlement Class Counsel mediate an unresolved issue related to a final draft. In its request for mediation, Settlement Class Counsel must propose a specific alternative that would replace those portions of the final draft to which Settlement Class Counsel objects. Within seven days of that request, Defendant shall make a counter-proposal, which may (but need not) deviate from its final draft.
- (b) Defendant shall participate in a one-day mediation with Settlement Class Counsel as promptly as reasonably possible with (1) Rodney A. Max or (2) if he is not available for a mediation within 21 days, another mediator chosen (i) by agreement or (ii) if no such agreement is reached within seven days, by JAMS from its panel of neutrals in Atlanta, Georgia. If the mediator in the mediation concludes that Defendant and Settlement Class Counsel will not successfully resolve the issue by mediation, the Court requests that the mediator make a mediator's proposal before determining that the mediation has reached an impasse. Defendant shall pay one-half of the mediator's fees.
- (c) If the Defendant and Settlement Class Counsel do not resolve the unresolved issue by the end of a one-day mediation, Settlement Class Counsel may file a motion in the Court to enforce the injunction within seven days after the end of the mediation. In its motion, Settlement Class Counsel must propose a specific alternative that would replace those portions of the final draft to which Settlement Class Counsel objects. Within seven days of that motion, Defendant shall make a counter-proposal in its response to the motion, which may (but need not) deviate from its final draft.
- (d) In determining the issue, the Court:

- (1) apply the standard set out in Article 4 (if the unresolved issue related to certifications) or Article 6 (if the unresolved issue relates to audits), which are not intended to impair Defendant from competing in its market while complying the applicable law;
 - (2) hold a hearing promptly after Settlement Class Counsel files its motion and supporting brief and Defendant files its response and supporting brief;
 - (3) if the Court finds that any part of this Injunction is vague or ambiguous, before receiving or admitting any evidence concerning the meaning of any part of Injunction other than the Injunction itself (such as evidence of a prior course of dealing), expressly identify the vague or ambiguous text to which any such evidence would relate, state how the text is vague or ambiguous, and in the case of ambiguity expressly state how the conflicting interpretations are reasonable based on the of the text in question; and
 - (4) choose only between the parties' competing proposals, except to the extent that the proponent agrees to deviate from its proposal in the hearing.
- (e) The Court understands that the parties have relied (in agreeing to the entry of this injunction) upon the Court's willingness to limit its role in any such dispute to the procedure set out above.

Article 10 Implementation

The Court acknowledges that this injunction requires Defendant to make changes to its business practices. Defendant shall proceed in good faith and with reasonable diligence to implement these changes and shall complete that implementation by September 30, 2019. If Defendant is unable to comply with any of this deadline, the Court will grant Defendant a reasonable extension of time sufficient to permit complete the implementation upon submission of an application to the Court showing good cause for the extension. Defendant shall file a notice with the Court promptly after

it completes the implementation, stating the date on which the implementation was complete (the “**Implementation Date**”).

Article 11 Term

Section 11.1 Term

This injunction shall continue in force for seven years from the date of its issuance or the Implementation Date, whichever is later.

Section 11.2 Optional Withdrawal

Defendant may withdraw from this injunction by notice to the Court and Settlement Class Counsel if Defendant ceases the Activity. The notice must state the date on which it is to be effective. If Defendant intends to so withdraw, Defendant may cease additional progress towards full implementation under Article 10 by delivering that notice up to six months in advance of its cessation of the Activity. If a withdrawal under this Section 11.2 happens before the end of the Term, Defendant is enjoined from the Activity for the period from the effective date of the withdrawal through the end of the Term. After the effective date of the withdrawal until the end of the Term, Defendant may resume the Activity only if it provides written notice to the Court and Settlement Class Counsel that (a) identifies the date on which the Activity will resume, (b) reaffirms its submission to the jurisdiction of the Court, and (c) reaffirms that this injunction is binding on its conduct of the activity. Upon submission of such a notice, Defendant again becomes bound by this injunction.

Article 12 Successors to Defendant

Section 12.1 Automatic Application

This injunction binds Defendant and any entity into which Defendant merges, to which Defendant converts, with which Defendant consolidates or amalgamates, or which is the surviving entity in any similar transaction in which Defendant is not the surviving entity.

Section 12.2 Mandatory Application

During the Term, Defendant shall not sell, assign, or otherwise transfer any contracts with Downstream CRAs for the performance of the Activity, unless the buyer, assignee, or transferee agrees to file a motion adding itself as a person bound by this injunction and, until the filing and granting of that motion, agrees that the Court may enforce this injunction against it despite not formally being a party to it. Each such buyer, assignee, or transferee may separately exercise the withdrawal option set out in Section 11.2.

Article 13 Retention of Jurisdiction

The Court retains personal and subject-matter jurisdiction for enforcement of this injunction through the end of the Term.

Article 14 Definitions

- (a) “**Activity**” has the meaning set out in Article 1.
- (b) “**Consumer-Notice Requirement**” means a notice that satisfies the obligations under 15 U.S.C. § 1681k(a)(1) of the FCRA and under any applicable FCRA-Equivalent for both the Downstream CRA and (to the extent applicable) Defendant.
- (c) “**Consumer Report**” means a consumer report as defined by the FCRA or any FCRA-Equivalent (including an investigative consumer report under the California Investigative Consumer Reporting Agencies Act).
- (d) “**Consumer Reporting Agency**” means a consumer reporting agency as defined by the FCRA or any FCRA-Equivalent (including an investigative consumer reporting agency under the California Investigative Consumer Reporting Agencies Act).
- (e) “**Database Search Results**” means Records Search Results that result directly from a search of a privately operated database of public records (other than such a database operated by a

private organization acting as a contractor to a government agency that is the repository of those records).

- (f) **“Defendant”** means backgroundchecks.com LLC, a Delaware limited liability company that is successor by conversion to e-backgroundchecks.com, Inc., a Texas corporation.
- (g) **“Downstream CRA”** means any Consumer Reporting Agency to whom Defendant provides Records Search Results (either directly or through a conduit that is not a Consumer Reporting Agency) for the purpose of potentially either (a) using the Records Search Results to prepare a Consumer Report or (b) including the Records Search Search Results in a Consumer Report.
- (h) **“End-User”** means the person who receives a Consumer Report from a Downstream CRA who obtained Records Search Results for the purpose of potentially either (a) using the Records Search Results to prepare a Consumer Report or (b) including the Records Search Results in a Consumer Report.
- (i) **“FCRA”** means the federal Fair Credit Reporting Act (15 U.S.C. §§ 1681–1681x) and regulations issued under it.
- (j) **“FCRA-Equivalent”** means the California Investigative Consumer Reporting Agencies Act and any other law of any state, territory or the District of Columbia that purports to regulate a “consumer reporting agency,” excluding any such law to the extent that any federal law preempts it or that it is unconstitutional under the federal or applicable state constitution.
- (k) **“Implementation Date”** has the meaning set out in Article 9.
- (l) **“Notice of Violation”** has the meaning set out in Section 8.1(b).
- (m) **“Obsolescence Prohibition”** means the prohibitions set out in 15 U.S.C. § 1681c(a) and the similar prohibitions under any FCRA-Equivalent that are based on the amount of time that has passed since the occurrence of some event, in each case (1) subject to any applicable

exceptions in the FCRA or FCRA-Equivalent, (2) excluding any such prohibitions in any FCRA-Equivalent that are preempted by the FCRA (including those in the FCRA-Equivalent for Colorado and Texas), and (3) excluding any such prohibitions that are unconstitutional under the federal or applicable state constitution.

- (n) **“Records Search Results”** means information found through a search for public records that might be about a named individual.
- (o) **“Settlement Class Counsel”** means E. Michelle Drake of Berger & Montague, P.C. (43 S.E. Main Street, Suite 505; Minneapolis, MN 55414).
- (p) **“Settlement Class Members”** means all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant’s public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to _____ [date of preliminary approval]. Excluded from the settlement class are any Released Person (as defined in the settlement agreement filed in this case), any consumer who has previously released his or her claims against Defendant, and the undersigned judge.
- (q) **“Term”** has the meaning set out in Section 10.1.
- (r) **“Traditional Search Results”** means Records Search Results that result directly from a search of a publicly operated database or repository of public records (including a database operated by a private organization acting as a contractor to a government agency that is the repository of those records).

SO ORDERED.

Date:

The Honorable Walton J. McLeod, IV
Circuit Court Judge
Eleventh Judicial Circuit

Exhibit H

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
)	
GEORGE BOSKIE, HADEL TOMA and	)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,	)	[PROPOSED]
	)	FINAL APPROVAL ORDER
v.)	
)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

The Court, having considered Plaintiff's Unopposed Motion for Final Approval of the Proposed Class Action Settlement between Plaintiffs George Boskie, Hadel Toma, and Terry Keller ("Named Plaintiffs" or "Class Representatives") and Defendant backgroundchecks.com LLC (or "Defendant") in the above-captioned matter, the Settlement Agreement entered into between the Parties (the "Settlement Agreement"), the objections and comments received regarding the proposed settlement, the record in the Litigation, the submissions and arguments presented by counsel, and having held a Final Approval Hearing on **DATE** finds that:

1. Unless defined herein, for purposes of this Final Order, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this action and over the settling parties hereto.
3. On **DATE**, this Court preliminarily approved the settlement and certified for settlement purposes, the HomeAdvisor Class and the Injunctive Relief Class (together "The Settlement Classes") defined in the Settlement Agreement.
4. Pursuant to the Court's Preliminary Approval Order, notice was mailed to the HomeAdvisor Class. The Court hereby finds and concludes that the notice was disseminated to

members of the HomeAdvisor Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the notice and the distribution procedures set forth in the Settlement Agreement fully satisfy South Carolina Rule of Civil Procedure 23 and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the HomeAdvisor Class who could be identified through reasonable effort, provided an opportunity for the HomeAdvisor Class Members to object or exclude themselves from the settlement, and support the Court's exercise of jurisdiction over the HomeAdvisor Class as contemplated in the settlement and this Final Order.

5. Pursuant to the Court's Preliminary Approval Order, the publication notice was provided to the Injunctive Relief Class. The Court hereby finds and concludes that the publication notice was disseminated to members of the Injunctive Relief Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the publication notice as implemented by the Settlement Administrator fully satisfy South Carolina Rule of Civil Procedure 23 and the requirements of due process for an injunctive relief class, was the best notice practicable under the circumstances, provided an opportunity for the Injunctive Relief Class Members to object from the settlement, and support the Court's exercise of jurisdiction over the Injunctive Relief Class as contemplated in the settlement and this Final Order.

6. The HomeAdvisor Settlement Class Members who made valid and timely requests for exclusion are excluded from the settlement and are not bound by this Final Order.

XX HomeAdvisor Class Members requested exclusion and they are listed on Exhibit A hereto.

7. The Settlement Agreement was arrived at as a result of arm's length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of the case.

8. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the HomeAdvisor Class and the Injunctive Relief Class in light of the complexity, expense, and duration of litigation, as well as the risk involved in establishing liability and damages and in maintaining the class action through trial and appeal.

9. The settlement consideration provided by the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration provided to members of the HomeAdvisor Class and the Injunctive Relief Class is reasonable, considering the facts and circumstances of the claims and defenses asserted in the Litigation, and the potential risks and likelihood of success of alternatively pursuing trial on the merits.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. The Settlement Agreement is finally approved as fair, reasonable, adequate, just, and in compliance with all applicable requirements of the United State Constitution (including the Due Process Clause) and all other applicable laws, and in the best interest of the Settlement Class. Any objections have been considered and are hereby overruled. The Settlement Agreement, which shall be deemed incorporated herein, and the settlement are finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by any subsequent order issued by this Court.

11. Pursuant to South Carolina Rule of Civil Procedure 23, the Court certifies the Litigation, for settlement purposes only, as a class action on behalf of the following two Classes with respect to the claims asserted against Defendant in the Litigation:

“Injunctive Relief Class” means all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant’s public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to the **date when the Court entered its order of Preliminary Approval**. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, and the judge overseeing the Litigation.

“HomeAdvisor Class” means all natural persons residing in the United States or the District of Columbia who were the subject of one or more reports that Defendant prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to the **date when the Court entered its order of Preliminary Approval**, which report or reports contained one or more criminal records where the reported disposition in the incident (a) was either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven years. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, any person who validly opts out of the settlement pursuant to Section 4.6, and the judge overseeing the Litigation.

12. Defendant has expressly waived the provisions of S.C. Code Ann. § 15-5-150 and this Court therefore is free to exercise its jurisdiction to adjudicate the claims on residents of states outside of South Carolina.

13. The certification of the Settlement Classes shall be binding only with respect to the settlement of the Litigation. In the event that the Court’s approval of the settlement is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Classes shall be deemed vacated, the Litigation shall proceed as if the Settlement Classes had never been conditionally certified (including Defendant’s right to oppose any subsequent motion for class certification), and no reference to the Settlement Classes, the

Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

12. Pursuant to South Carolina Rule of Civil Procedure 23, the Court certifies Named Plaintiff George Boskie as the Class Representative for the HomeAdvisor Class, Plaintiffs George Boskie, Hadel Toma and Terry Keller as Class Representatives for the Injunctive Relief Class and appoints Berger Montague PC and Willig, Williams & Davidson as Class Counsel.

13. For settlement purposes only, the Court finds that the Litigation satisfies the applicable prerequisites for class action treatment under South Carolina Rule of Civil Procedure 23, namely:

- The Settlement Class is so numerous that joinder of all members is impracticable;
- There are questions of law and fact common to the Settlement Class Members;
- The claims of the Class Representatives are typical of the claims of the Settlement Class Members;
- The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members;
- Common questions of law and fact predominate over questions affecting only individual Settlement Class Members; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

14. The statutory and punitive damage claims released by Injunctive Relief Class Members are incidental to the meaningful and valuable injunctive relief provided by the settlement. *Berry v. Schulman*, 807 F.3d 600, 609 (4th Cir. 2015).

15. The Plaintiffs, HomeAdvisor Class Members, and Injunctive Relief Class Members and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually, as part of a mass action, as a class, in a representative capacity, as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the releases contained in the Settlement Agreement, the Released Claims are compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this Final Judgment, provided, however, that the Released Claims shall not be construed to limit the right of Defendant or any member of the Settlement Classes to enforce the terms of the Agreement.

16. This Final Order is binding on all members HomeAdvisor Class, except those individuals who validly and timely excluded themselves from the settlement. This Final Order is binding on all members Injunctive Relief Class.

16. To the extent permitted by law and without affecting the other provisions of this Final Order, this Order is intended by the Parties and the Court to be res judicata and to prohibit and preclude any prior, concurrent, or subsequent litigation on behalf of, the Named Plaintiff or any member of the Settlement Classes or any other similarly situated person in the United States with respect to the Released Claims.

17. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Litigation and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement, including the Injunctive Relief Order being entered contemporaneously with this Final Order, and this Final Order. This Final Order finally disposes of all claims and is appealable.

18. This Final Order is not, and shall not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

19. The Court approves Class Counsel's application for \$2,378,255 in attorneys' fees plus **\$XX** in costs, and for a service awards to the Named Plaintiffs in the amount of \$3,500.00 each for Plaintiffs Toma and Keller, and \$7,000,00 total for Plaintiff Boskie. \$_____ of the attorneys' fees, all of the costs (which were limited to costs attributable to the HomeAdvisor Class), and \$3,500 of Plaintiff Boskie's service award shall be paid from the HomeAdvisor Settlement Fund. The Court further approves and authorizes the deduction of an amount not to exceed \$_____ from the Homeadvisor Settlement Fund to cover the Settlement Administrator's fees and costs with respect to notice and administration for the HomeAdvisor Class. These amounts are to be deducted from the Settlement Fund as set forth in the Settlement Agreement. Save and except as expressly set forth to the contrary in this Final Order and any judgment issued by this Court regarding Plaintiff's application for fees and costs, Plaintiff and Class Counsel shall take nothing by their claims and each party shall bear his or its own fees, costs, and expenses in connection with this Litigation. Except for the award to Class Counsel specified above, no fees or funds shall be paid to any other counsel representing any Settlement Class Members.

20. This Court hereby dismisses the Litigation against Defendant, including all claims against said Defendant, with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

21. Finding that there is no just reason for delay, the Court orders that this Final Order shall constitute a final judgment that is binding on the settling parties and the Settlement Classes.

SO ORDERED.

Date:

The Honorable Walton J. McLeod, IV
Circuit Court Judge
Eleventh Judicial Circuit