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21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF SAN MATEO, CIVIL COMPLEX DEPARTMENT

23 FIRST ADVANTAGE CREDIT CASES,
24 Coordination Proceeding
25 Special Title (CRC Rule. 3.550)

) Judicial Council Coordination Proceedings No.
) JCCP 4961
)
) Department 2, Hon. Marie S. Weiner
) Assigned Coordination Motion Judge

26)
27) **JOINT STIPULATION OF CLASS**
28) **ACTION SETTLEMENT AGREEMENT**
) **AND RELEASE OF CLAIMS**
)

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1 This Joint Stipulation of Class Action Settlement Agreement and Release of Claims
2 (“Agreement”) is entered into between: (1) Class Representatives Elizabeth Larroque, Marcus Chism, and
3 Michelle Blankenship, individually and on behalf of the Class (as defined below); and (2) Defendant First
4 Advantage Background Services Corp. and is subject to approval from the Court as provided below.

5 This Agreement is intended by the Parties (as defined below) to fully, finally, and forever resolve,
6 discharge, and settle the Action (as defined below) upon and subject to the terms and conditions hereof.

7 **1. DEFINITIONS**

8 As used herein, for the purposes of this Agreement only, the following terms shall be defined as set
9 forth below.

10 **1.1. “Action”**

11 *First Advantage Credit Cases*, JCCP No. 4961 (Cal. Super. Ct., San Mateo Cty.), which is the
12 proceeding coordinating *Larroque v. First Advantage LNS Screening Solutions, Inc.*, Case No.
13 CIV-535083 (Cal. Super Ct., San Mateo Cty.), and *Chism v. First Advantage Background Services Corp.*,
14 Case No. CGC-17-560531 (Cal. Super. Ct., San Francisco Cty.). The Action is a putative class action.

15 **1.2. “Agreement”**

16 This Joint Stipulation of Class Action Settlement Agreement and Release of Claims in this Action,
17 which includes all of the Recitals and the Exhibits attached hereto.

18 **1.3. “Class” and “Class Members”**

19 All California individuals on whom an employment-purposed report for which Defendant does not
20 have an authorization form on file was furnished to a Legacy Red Client any time during the Class Period,
21 as defined herein. Defendant represents that there are approximately 1,650,000 Class Members.

22 **1.4. “Class Counsel”**

23 Peter R. Dion-Kindem, P.C., Peter R. Dion Kindem; The Blanchard Law Group, APC, Lonnie C.
24 Blanchard III; The Holmes Law Group, APC, Jeffery D. Holmes; and the Setareh Law Group, Shaun
25 Setareh, Thomas Segal, and William M. Pao.

26 **1.5. “Class Discount”**

27 The \$30 discount on Defendant’s consumer products, consisting of a \$15 discount on Instant
28 Check and a \$15 discount on Resume Check.

1 **1.6. “Class Period”**

2 The period from August 17, 2012 to the date that Preliminary Approval of the Agreement is
3 granted in the Action.

4 **1.7. “Class Representatives”**

5 Plaintiffs Elizabeth Larroque, Marcus Chism, and Michelle Blankenship.

6 **1.8. “Defendant”**

7 First Advantage Background Services Corp.

8 **1.9. “Defense Counsel”**

9 Seyfarth Shaw LLP. For purposes of providing any notices required under this Agreement,
10 Defense Counsel shall refer to Frederick T. Smith, G. Daniel Newland, Esther Slater McDonald, and Eric
11 M. Lloyd.

12 **1.10. “Effective Date”**

13 The day after all of the following have occurred: the Final Approval Order and Judgment are
14 entered, and the Judgment becomes final. “Final” shall mean the later of: (1) if an appeal is taken or a
15 petition for review is filed with respect to the Court’s Judgment finally approving the settlement of the
16 Action, the date when all appellate rights with respect to the Judgment have expired or have been
17 exhausted in such a manner as to affirm the Judgment and when no further appeals are possible, including
18 review by the Supreme Court of the United States; or (2) if no appeal or petition is filed, the expiration
19 date of the time for filing or noticing any appeal of or petition for review relating to the Judgment entered
20 in this Action.

21 **1.11. “Fairness Hearing”**

22 The hearing at which the Court will make a final determination whether the terms of the
23 Agreement are fair, reasonable, and adequate for the Class Members and meet all applicable requirements
24 for final approval.

25 **1.12. “Final Approval Order”**

26 The final Order by the Court approving the Agreement following the Fairness Hearing.

27 **1.13. “Judgment”**

28 The final judgment by the Court approving the Agreement.

1 **1.14. “Legacy Red Client”**

2 A client acquired via the purchase of LexisNexis Screening Solutions, Inc. (which entity was later
3 renamed First Advantage LNS Screening Solutions, Inc. and then merged with Defendant).

4 **1.15. “Notice” or “Notice of Class Action Settlement”**

5 The Notice of Class Action Settlement substantially in the form attached as Exhibit A to this
6 Agreement.

7 **1.16. “Null E-mail Class Members”**

8 Class Members with a “null” value for the e-mail address field in the class data set provided by
9 Defendant to the Settlement Administrator.

10 **1.17. “Parties”**

11 Collectively, the Class Representatives and Defendant.

12 **1.18. “Preliminary Approval Order”**

13 The Order issued and entered by the Court following a Motion for Preliminary Approval of the
14 Agreement.

15 **1.19. “Related Actions”**

16 The related actions titled: *Larroque v. First Advantage LNS Screening Sols. Inc.*, No.
17 15-cv-04684-JSC (N.D. Cal.); *Larroque v. First Advantage LNS Screening Sols. Inc.*, No.
18 17-cv-05313-JSC (N.D. Cal.); *Chism v. Pepsico, Inc. et al.*, No. 3:17-cv-152-VC (C.D. Cal.); *Kirchner v.*
19 *First Advantage Background Services Corp.*, No. 2:14-cv-01437 WBS EFB (E.D. Cal.); and *Kirchner v.*
20 *First Advantage Background Services Corp.*, No. 16-17210 (9th Cir.).

21 **1.20. “Released Claims”**

22 Those claims defined in Paragraph 6.1 of this Agreement. The Released Claims shall apply to all
23 Class Members who do not file a timely and valid Request for Exclusion as defined herein.

24 **1.21. “Released Parties”**

25 Defendant and its predecessors, successors, all former and current related organizations,
26 companies, divisions, subsidiaries, affiliates, and parents, and collectively, their respective former and
27 current directors, officers, employees, agents, representatives, shareholders, attorneys, fiduciaries,
28 insurers, assigns, heirs, executors, administrators, beneficiaries, and trustees.

1 **1.22. “Request for Exclusion”**

2 A timely and valid, written, signed opt-out request substantially in the form attached as Exhibit B
3 to this Agreement by someone who would be a Class Member but who elects to be excluded from the
4 Agreement.

5 **1.23. “Settlement Administrator”**

6 The third party administrator who has been selected by Defendant in consultation with the Class
7 Representatives. The Settlement Administrator will perform the notice, claims administration, and award
8 distribution functions further described in this Agreement.

9 **1.24. “Settlement Class” and “Settlement Class Members”**

10 All Class Members who do not file a timely and valid opt-out Request for Exclusion.

11 **1.25. “Settlement Website”**

12 A website set up to provide the Agreement, Request for Exclusion, and other relevant documents
13 and information about the Action and Agreement to the Class Members.

14 **2. PROCEDURAL HISTORY AND RECITALS**

15 **2.1. Original Complaint and Coordination**

16 On August 17, 2015, Elizabeth Larroque filed a Complaint in the Superior Court of the State of
17 California for the County of San Mateo on behalf of herself and a putative class. On August 2, 2017,
18 Marcus Chism filed a Complaint in the Superior Court of the State of California for the County of San
19 Francisco. On March 5, 2018, the Court entered an Order coordinating the proceedings.

20 **2.2. Amended Complaint**

21 On June 18, 2018, Marcus Chism filed an Amended Complaint adding Michelle Blankenship as a
22 class representative and sought certification of a class for a claimed violation of 15 U.S.C. § 1681b(b)(1).

23 **2.3. Defendant’s Denials**

24 Defendant denies and continues to deny: (1) all of the allegations and claims made in this Action;
25 (2) that it violated any applicable laws; (3) that it is liable for damages, penalties, interest, restitution,
26 injunctive relief, attorneys’ fees or costs, or any other compensation or remedies to anyone with respect to
27 the alleged facts or claims asserted in the Action; and (4) that class certification or representative treatment
28 of any alleged claim in the Action is proper.

1 Defendant contends that its policies, procedures, and practices fully comply with all applicable
2 laws asserted in the Action, and that Defendant has substantial documentation to show compliance in all
3 respects. Defendant emphasizes that the Court has not made any findings of liability as to Defendant and
4 the Court has not determined that class certification or a representative action is warranted in this Action.
5 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without
6 admitting or conceding that class certification or representative treatment is appropriate for any purpose
7 other than settlement purposes alone, Defendant has agreed to settle the Action on the terms and
8 conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing
9 litigation. Any stipulations or statements by Defendant contained in this Agreement are made for
10 settlement purposes only.

11 **2.4. Class Counsel's Investigation**

12 Class Counsel has thoroughly investigated the facts relating to the claims alleged in the Action
13 against Defendant and has also analyzed all applicable defenses raised by Defendant. This investigation
14 included engaging in discovery, including preparing and responding to written discovery, taking
15 depositions, and conducting document review; analyzing Defendant's policies, procedures, and practices
16 during the Class Period; responding to jurisdictional challenges raised by Defendant; and defending
17 various rulings on appeal before federal and state appellate courts.

18 **2.5. The Parties' Intent**

19 The Parties desire to fully, finally, and forever settle, compromise, and discharge any and all
20 claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every
21 kind that were or could have been asserted in the Action as to any Class Member to the extent that such
22 claims arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth
23 in the claims filed in the Action.

24 **2.6. Certification of Settlement Class**

25 This Agreement is contingent upon the Court's final approval of class certification of the
26 Settlement Class under California Code of Civil Procedure Section 382 for settlement purposes only.
27 Defendant does not waive, and instead expressly reserves, its right to challenge the propriety of class
28

1 certification or representative treatment for any other purpose should the Court not approve the
2 Agreement.

3 **2.7. The Parties' Agreement to Cooperate**

4 The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all
5 aspects of this Agreement and to obtain a Preliminary Approval Order and Final Approval Order of this
6 Agreement.

7 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein and of
8 the release of all Released Claims as to all Class Members, the Parties stipulate and agree to the terms and
9 provisions of this Agreement, subject to the approval of the Court.

10 **3. NOTICE TO CLASS MEMBERS**

11 **3.1. Class Data for Settlement Administrator**

12 Within 15 calendar days of the entry of a Preliminary Approval Order in this Action, Defendant
13 shall provide to the Settlement Administrator only a confidential class list to facilitate the administration
14 of this Agreement.

15 **3.2. Confidentiality of Class Data**

16 The Settlement Administrator shall keep the class data provided by Defendant strictly confidential,
17 shall use it only for the purposes described in this Agreement, and shall return it to Defendant or confirm
18 the destruction of the class data upon completion of the Settlement Administrator's duties in administering
19 the Agreement.

20 **3.3. Form, Timing, and Service of Notice**

21 The Notice of Class Action Settlement to be sent to Class Members will be substantially in the
22 form attached as Exhibit A. The Settlement Administrator shall send the Notice of Class Action
23 Settlement to Class Members within 30 calendar days of receipt of the class data from Defendant. The
24 Settlement Administrator shall send the Notice of Class Action Settlement via e-mail to Class Members
25 other than Null E-mail Class Members. For Null E-mail Class Members, the Settlement Administrator
26 shall send the the Notice of Class Action Settlement via postcard by First Class U.S. Mail, using the
27 mailing address for each Null E-mail Class Member based on the current information retained by
28 Defendant.

1 **3.3.1. Process for Undeliverable E-mail Messages Sent to E-mail Class**

2 **Members**

3 If an initial Notice sent by e-mail message is returned to the Settlement Administrator as
4 undeliverable, the Settlement Administrator shall attempt to send the Notice to the Class Member via
5 postcard by First Class U.S. Mail using the mailing address for the Class Member based on the current
6 information retained by Defendant or other reliable address information obtained by the Settlement
7 Administrator.

8 **3.3.2. Process for Undeliverable First Class U.S. Mail Sent to Class Members**

9 Any First Class U.S. Mail Notice returned to the Settlement Administrator as undeliverable but
10 with a forwarding address shall be sent within 5 calendar days via postcard by First Class U.S. Mail to the
11 forwarding address affixed thereto. For any other First Class U.S. Mail Notice returned as undeliverable,
12 the Settlement Administrator shall take reasonable efforts to locate a current address for the Class Member.
13 A Settlement Administrator shall satisfy reasonable efforts if it has twice attempted mailing to the Class
14 Member or has attempted mailing at the only known address for the Class Member.

15 **3.4. Proof of Mailing**

16 At least 5 calendar days prior to the Fairness Hearing, the Settlement Administrator shall provide
17 Class Counsel and Defense Counsel a declaration of due diligence and proof of mailing (including by
18 e-mail and U.S. Mail) with regard to the Notice of Class Action Settlement, which shall thereafter be filed
19 with the Court.

20 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

21 **4.1. Class Members' Consideration Period**

22 Class Members shall have 45 calendar days from the date of the initial mailing (including by
23 e-mail and U.S. Mail) of the Notice of Class Action Settlement to opt out of or to object to the Agreement.
24 Except as specifically provided herein, no Class Member responses of any kind that are postmarked more
25 than 45 calendar days after the initial mailing of the Notice shall be considered.

26 **4.2. Request for Exclusion and Opt Out Rights**

27 Class Members shall be given the opportunity to opt out of the Agreement.
28

1 and costs; and (4) payment of all settlement administration costs for administration of the settlement in
2 accordance with the terms of this Agreement.

3 **5.2. Free Reports**

4 In addition to the one free full file disclosure per year to which each Class Member is statutorily
5 entitled, all Settlement Class Members shall be entitled to nine full file disclosures over a three-year period
6 (“Free Reports”), measured from the Effective Date, provided, however, that a Class Member may obtain
7 only one full file disclosure per quarter. A Settlement Class Member shall not be entitled to a Free Report
8 more than three years from the Effective Date.

9 **5.3. Discounted Products**

10 Settlement Class Members shall receive a \$30 Class Discount on Defendant’s consumer products.
11 The Class Discount consists of a \$15 discount on Instant Check Criminal, a product that allows a
12 consumer to obtain a background report on himself or herself, and a \$15 discount on Resume Check, a
13 product that allows a consumer to obtain a review of certain credentials listed on his or her resume. More
14 information about the products is available at
15 <https://my.fadv.com/myadvantage/welcome.do?myadvantage> (“Consumer Products Website”).

16 The Class Discount codes shall be provided to Class Members in the Notice, shall have a
17 redemption period of two years from the Effective Date, and shall be redeemed at the Consumer Products
18 Website. To redeem the Class Discount, a Settlement Class Member must present the Class Discount
19 code to Defendant at the time of ordering the consumer products in accordance with the instructions at the
20 Consumer Products Website. Defendant shall not be responsible for Class Discount codes that are lost,
21 misplaced, or forgotten by Class Members. A Settlement Class Member shall not be entitled to redeem a
22 Class Discount more than two years from the Effective Date.

23 During the redemption period, Defendant will maintain a telephone number that a Class Member
24 may call to obtain the Class Discount code that was included in the Class Member’s Notice. Defendant is
25 not required, however, to issue new or replacement codes to Class Members.

26 **5.4. Injunctive Relief.**

27 Based on programmatic changes agreed to by the Parties, within 60 days of the Effective Date,
28 Defendant shall certify to Class Counsel:

1 That the click-through certification on all active employment platforms was revised to include a past-tense
2 certification that the user has complied with its disclosure and authorization obligations.

3 That a “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA” and sample
4 disclosure and authorization forms were made available on Defendant’s website;

5 That sample disclosure and authorization forms were included in Defendant’s FCRA Resource
6 Information Packet prepared for and made available to clients; and

7 That Defendant’s compliance process includes random audits for Section 1681b(b)(2) compliance.

8 Defendant subsequently may revise or rescind, in whole or in part, its website, platforms, policies,
9 practices, or procedures to comply with or to reflect any change to any city, local, state, or federal laws,
10 statutes, ordinances, executive orders, regulations or constitutions, as part of Defendant’s ongoing policy
11 and process improvement efforts, or as otherwise permitted by law. If Defendant otherwise materially
12 revises the programmatic changes set forth in Paragraphs 5.4.1 to 5.4.4 and if such revision materially
13 affects the Class, Defendant shall notify Class Counsel within 60 days of the revision. A revision is
14 material if it causes tangible, concrete injury to the Class.

15 **5.5. Class Counsel Fees and Costs Award**

16 Class Counsel intends to request—and Defendant agrees not to oppose—that the Court award
17 attorneys’ fees and litigation costs in an amount up to \$5.5 million. Defendant agrees to pay attorneys’
18 fees and costs up to and only up to the amount specified in Paragraph 5.1(3). Except as provided in this
19 Agreement, Defendant shall have no liability for any attorneys’ fees or costs to Class Counsel or to Class
20 Members.

21 **5.5.1. Approval of Class Counsel Fees and Costs Not Material**

22 The Court’s approval of fees and costs requested by Class Counsel is not a material term of this
23 Agreement. If the Court does not approve Class Counsel’s request for attorneys’ fees and costs or
24 approves a lesser amount than requested, the other terms of this Agreement shall still apply. The Court’s
25 refusal to approve the attorneys’ fees or costs award requested by Class Counsel does not give the Class
26 Representatives, the Class Members, or Class Counsel any basis to abrogate the Agreement.

1 **5.5.2. Timing of Award of Class Counsel Fees and Costs**

2 Within 5 calendar days after the Effective Date, Class Counsel shall transmit written instructions
3 to Defendant’s Counsel as to how any approved attorneys’ fees and costs shall be paid as well as current,
4 completed Form W-9s for Class Counsel. Defendant shall pay to Class Counsel any award of attorneys’
5 fees and costs by the later of 15 calendar days after the Effective Date or 10 calendar days of receiving
6 Class Counsel’s written payment instructions and current, completed Form W-9s. Defendant shall issue
7 an Internal Revenue Service Form 1099 to Class Counsel for the award of any approved attorneys’ fees
8 and costs. Class Counsel shall each severally (and not jointly) be solely and legally responsible for paying
9 all applicable taxes on the amount of any award of attorneys’ fees and costs that it personally receives
10 under this Agreement and shall severally (and not jointly) indemnify and hold harmless Defendant and the
11 Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the award.
12 In other words, any Class Counsel who has not breached any of these representations or obligations
13 related to such tax matters shall not be responsible for the wrongful actions of any other Class Counsel.
14 For purposes of this paragraph only, Thomas Segal and William M. Pao are excluded from the definition
15 of Class Counsel.

16 **5.6. Class Representative Service Awards**

17 Class Counsel intends to request—and Defendant agrees not to oppose—a Class Representative
18 Service Award of up to \$5,000 to Elizabeth Larroque and of up to \$2,500 to Marcus Chism and Michelle
19 Blankenship. Defendant agrees to pay service awards only in the amounts specified to the individuals
20 specified in Paragraph 5.1(2). Except as provided in this Agreement, Defendant shall have no liability for
21 any service awards to the Class Representatives or to Class Members.

22 **5.6.1. Class Representative Service Awards Not Material**

23 The Court’s approval of a Class Representative Service Award is not a material term of this
24 Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class
25 Counsel for a Class Representative Service Award, the other terms of this Agreement shall apply. The
26 Court’s refusal to approve the Class Representative Service Award requested by Class Counsel does not
27 give the Class Representative or Class Counsel any basis to abrogate this Agreement.
28

1 demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages
2 (including, but not limited to, actual, statutory, compensatory, punitive, and liquidated damages),
3 attorneys' fees, costs, and/or any other liabilities of any kind, nature, description, or character whatsoever
4 that were asserted in this Action or the Related Actions or that are based on or arise out of the facts alleged
5 in this Action or the Related Actions. For the avoidance of doubt, the Released Claims includes those
6 based on or arising from an allegation that a Released Party failed to obtain any certification or a valid
7 certification of compliance before furnishing a background report.

8 With respect to the Released Claims only, the Class Representatives and Settlement Class
9 Members expressly waive all rights provided by California Civil Code Section 1542, or other similar
10 statutes, that they may have against each of the Released Parties. California Civil Code Section 1542
11 states:

12 A general release does not extend to claims that the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of
14 executing the release and that, if known by him or her, would have
15 materially affected his or her settlement with the debtor or released party.

15 **6.2. Class Representatives' Acknowledgements**

16 Class Representatives Elizabeth Larroque, Marcus Chism, and Michelle Blankenship
17 acknowledge that they have read this Agreement in its entirety and understand each of the terms herein.
18 By executing this Agreement, Class Representatives expressly waive any benefits and rights granted
19 pursuant to California Civil Code Section 1542 or any statute, rule, or principle of common law or equity,
20 in any jurisdiction, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code
21 Section 1542 as to the Released Claims. Class Representatives acknowledge and agree that this knowing
22 and voluntary waiver is an essential and material term of this Agreement, and the Agreement would not
23 have been entered into without such a waiver.

24 **6.3. Settlement is Contingent Upon Release of Claims**

25 This Agreement is conditioned upon the releases by the Settlement Class and Class
26 Representatives as described herein.
27
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1 **6.4. Settlement Class Acknowledgement.**

2 The Settlement Class may hereafter discover facts or law different from, or in addition to, the facts
3 or law they know or believe to exist with respect to the Released Claims. Nonetheless, this Agreement and
4 the Released Claims contained in it shall be and remain effective in all respects notwithstanding such
5 different or additional facts or law regarding such Released Claims. These releases do not include any
6 claims that cannot be waived as a matter of law.

7 **6.5. No Admission of Liability**

8 By entering into this Agreement, Defendant does not admit any violation of law or any liability
9 whatsoever to Class Members, individually or collectively, or to Class Representatives, and Defendant
10 expressly denies all such liability. Neither this Agreement nor any other documents produced in the
11 Action shall be offered in any case or proceeding as evidence of any admission by Defendant of any
12 liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into
13 this Agreement, Defendant in no way admits to the suitability of class certification or representative
14 litigation, other than for purposes of this Agreement. Rather, Defendant enters into this Agreement to
15 avoid further protracted litigation and to resolve and to settle all disputes with the Settlement Class.

16 **6.6. Inadmissibility of Settlement Documents**

17 The Parties understand and agree that this Agreement and all exhibits thereto shall be inadmissible
18 for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the
19 terms of this Agreement or to show that the Agreement bars subsequent claims that are released by the
20 Agreement. The Parties agree that, to the extent permitted by law, this Agreement will operate as a full
21 and complete defense to, and may be used as the basis for an injunction against any action, suit, or other
22 proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

23 **7. SETTLEMENT APPROVAL PROCEDURE**

24 **7.1. Preliminary Approval**

25 Class Counsel shall submit to the Court a Motion for Preliminary Approval of Class Action
26 Settlement. This motion shall seek an order to preliminarily approve this Agreement according to the
27 terms in this Agreement and provide for the Notice of Class Action Settlement to be sent to Class
28 Members and the Settlement Website, and Request for Exclusion Form to be made available to Class

1 Members as specified in this Agreement. This motion shall include the relief provided and the bases for
2 demonstrating that the relief is reasonable in light of the facts and controlling authorities pertaining to the
3 claims alleged in the Action. Defendant will cooperate related to doing the same.

4 **7.1.1. Effect of Failure to Obtain Preliminary Approval**

5 If this Agreement is not preliminarily approved, the Action shall proceed as if no settlement had
6 been attempted, unless Defendant or the Class Representatives seek reconsideration or appellate review of
7 the ruling or the Parties jointly agree to seek reconsideration of the ruling or the Court's approval of a
8 renegotiated settlement. If this Agreement is not preliminarily approved, Defendant retains the right to
9 contest whether any aspect of the Action should be maintained as a class or representative action and to
10 contest the merits of the claims being asserted by the Class Representatives or Class Members in the
11 Action.

12 **7.2. Final Approval**

13 After entry of the Preliminary Approval Order and not later than 21 calendar days before the
14 Fairness Hearing, Class Counsel shall submit to the Court a Motion for Final Approval Order. The motion
15 shall request the entry of a Final Approval Order and Judgment, which shall include: (1) approving the
16 Agreement as fair, reasonable, adequate, and binding on all members of the Settlement Class; (2) reciting
17 the Released Claims in full; (3) ruling on the request for Class Representative Service Awards; (4) ruling
18 on Class Counsel's request for attorneys' fees and costs; (5) permanently enjoining all members of the
19 Settlement Classes from pursuing or seeking to reopen claims that have been released by this Agreement;
20 (6) directing that the terms of the Agreement and provisions be carried out; and (7) in accordance with Cal.
21 R. Ct. 3.769, providing for the retention of the Court's jurisdiction to enforce the terms of the Judgment.
22 Defendant will cooperate related to doing the same.

23 **7.3. Motion for Attorneys' Fees and Costs Award**

24 Not later than 21 calendar days before the Fairness Hearing, Class Counsel shall file a motion for
25 Court approval of an attorneys' fees and costs award and litigation costs under 15 U.S.C. § 1681n.
26 Defendant shall not oppose or object to it, except to the extent that the sum of the fees and costs requested
27 by Class Counsel exceeds \$5.5 million.
28

1 **7.3.1. Effect of Failure to Obtain Final Judgment**

2 If the Court fails to enter Judgment in accordance with this Agreement or such Judgment is vacated
3 or reversed, the Action shall proceed as if no settlement had been attempted, unless Defendant or the Class
4 Representatives seek reconsideration or appellate review of the ruling or the Parties agree to seek the
5 Court’s approval of a renegotiated settlement. If the Court fails to enter Judgment in accordance with this
6 Agreement or if such Judgment is vacated or reversed, Defendant retains the right to contest whether any
7 aspect of the Action should be maintained as a class or representative action or to contest the merits of the
8 claims being asserted by the Class Representative or Class Members in the Action.

9 **8. MISCELLANEOUS**

10 **8.1. No Tax Advice**

11 Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to
12 constitute advice regarding taxes or taxability, and nothing in this Agreement shall be relied upon as such
13 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or
14 otherwise.

15 **8.2. Interim Stay of Proceedings**

16 The Parties agree to refrain from further litigation in the Action, except such proceedings
17 necessary to implement and to obtain a Preliminary Approval Order, Final Approval Order, Attorneys’
18 Fees and Costs Awards, Class Representative Service Awards, and Judgment. If the Agreement is not
19 preliminarily or finally approved and if the Court’s denial of preliminary or final approval is not reversed
20 on appeal, the Parties agree that they will revert to their positions in the Action prior to the time the
21 Agreement was reached.

22 **8.3. Language of Settlement-Related Documents**

23 Excepting Class Counsel’s Motion for Attorneys’ Fees and Costs, all settlement-related
24 documents that will be filed with the Court or sent to Class Members must be approved by and acceptable
25 to all Parties before being filed with the Court or sent to Class Members. These documents include, *inter*
26 *alia*, the Motion for Preliminary Approval and any exhibits thereto (including the Proposed Order of
27 Preliminary Approval); the Motion for Final Approval and any exhibits thereto (including the Proposed
28

1 Order of Final Approval); and the Motion for Entry of Judgment and any exhibits thereto (including the
2 Proposed Judgment).

3 **8.4. Parties' Authority**

4 The Parties represent that they are fully authorized to enter into this Agreement and are fully
5 authorized to bind the Parties to all terms stated herein. Class Counsel represents that they are fully
6 authorized to make the representations and warranties provided in Paragraph 8.13.

7 **8.5. Entire Agreement**

8 This Agreement, which includes the Definitions, Recitals, and all Exhibits attached hereto,
9 constitutes the entire agreement between the Parties with regard to the subject matter contained herein,
10 and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed
11 merged into this Agreement.

12 **8.6. Materiality of Terms**

13 The Parties have arrived at this Agreement as a result of arm's-length negotiations. Except as
14 otherwise stated in this Agreement, all terms and conditions of this Agreement in the exact form set forth
15 in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into
16 this Agreement. If the Court does not approve either preliminarily or finally any material term or
17 condition of this Agreement, or if the Court effects a material change to the Agreement, then the entire
18 Agreement will be, at Defendant's sole and absolute discretion, voidable and unenforceable.

19 **8.7. Counterparts**

20 This Agreement may be executed in counterparts, and, when each party has signed and delivered at
21 least one such counterpart, each counterpart shall be deemed an original and, when taken together with
22 other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and
23 effective as to all Parties.

24 **8.8. Facsimile or Scanned Signatures**

25 Any party may sign and deliver this Agreement by signing on the designated signature block and
26 transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other
27 party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of
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1 executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall
2 be binding upon the party who transmits the signature page.

3 **8.9. Binding Effect**

4 This Agreement shall be binding upon the Parties and, with respect to Class Counsel, Class
5 Representatives, and Settlement Class Members, shall be binding upon their spouses, children,
6 representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns. This
7 Agreement shall inure to the benefit of Defendant and the Released Parties.

8 **8.10. Waivers and Modifications to Be in Writing**

9 No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made
10 before or after the Court's approval of this Agreement, shall be valid or binding, unless in writing, signed
11 by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or
12 amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict
13 performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of
14 future performance of the same provisions or of any of the other provisions of this Agreement, and such
15 Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance
16 of any and all of the provisions of this Agreement. The time periods and dates provided in this Agreement
17 with respect to giving of notices and hearings are subject to Court approval and modification by the Court
18 or by written stipulation of Class Counsel and Defense Counsel.

19 **8.11. Construction**

20 The determination of the terms and conditions of this Agreement has been by mutual agreement of
21 the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions
22 of this Agreement are not intended to be, and shall not be, construed against any party by virtue of
23 draftsmanship.

24 **8.11.1. Exhibits Incorporated by Reference**

25 The terms of this Agreement include the terms set forth in any attached exhibit, which are
26 incorporated by this reference as though fully set forth herein. Any exhibit to this Agreement is an integral
27 part of the Agreement.
28

1 **8.11.2. Captions**

2 The captions or headings of the sections and paragraphs of this Agreement have been inserted for
3 convenience of reference only and shall have no effect upon the construction or interpretation of any part
4 of this Agreement.

5 **8.11.3. Invalidity of Any Provision**

6 Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe
7 the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all
8 provisions of this Agreement valid and enforceable.

9 **8.12. Further Acts and Cooperation Between the Parties**

10 The Parties shall cooperate fully with each other and shall in good faith seek to obtain the Court's
11 approval of this Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to
12 perform such further acts and to execute and to deliver such other documents as are reasonably necessary
13 to carry out the provisions of this Agreement.

14 **8.13. No Prior Assignments or Undisclosed Liens**

15 The Class Representatives each severally (but not jointly) represent and warrant that they have not
16 assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or
17 otherwise dispose of, any Released Claims or the attorneys' fees and costs award to be paid pursuant to
18 this Agreement. Class Representatives each severally (but not jointly) further represent and warrant that
19 they have not created and have no knowledge of any liens or claims against any of the amounts to be paid
20 by Defendant pursuant to this Agreement. The Class Representatives each severally (but not jointly)
21 agree to defend, to indemnify, and to hold Defendant and the Released Parties harmless from any liability,
22 losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach
23 of these representations related to transfers or related to any lien or assignment. In other words, any Class
24 Representative who has not breached any of these representations related to transfers or related to liens or
25 assignments shall not be responsible for the wrongful representations or actions of any other Class
26 Representative.

27 Class Counsel each severally (but not jointly) will represent and warrant in a declaration that it has
28 not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or

1 otherwise dispose of the attorneys' fees and costs award to be paid pursuant to this Agreement. Class
2 Counsel each severally (but not jointly) will further represent and warrant in a declaration that it has not
3 created and has no knowledge of any liens or claims against any of the attorneys' fees and costs award to
4 be paid pursuant to this Agreement. The Class Counsel each severally (but not jointly) agrees to defend, to
5 indemnify, and to hold Defendant and the Released Parties harmless from any liability, losses, claims,
6 damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
7 representations related to transfers or related to liens or assignments. In other words, any Class Counsel
8 who has not breached any of these representations related to transfers or related to liens or assignments
9 shall not be responsible for the wrongful representations or actions of any other Class Counsel. Class
10 Counsel's signed declarations of these representations and warranties are included as Exhibit C to this
11 Agreement.

12 **8.14. Waiver of Right to Object by the Class Representatives**

13 The Class Representatives agree to sign this Agreement, and, by signing this Agreement, the Class
14 Representatives are thereby bound by the terms of this Agreement. The Class Representatives further
15 agree that they shall not object to any of the terms of this Agreement.

16 **8.15. No Solicitation of Objections or Requests for Exclusion**

17 The Parties represent and warrant that they have not and will not solicit, encourage, or assist in any
18 fashion any effort by any entity or person to object to or to seek exclusion from this Agreement.

19 **8.16. Discovery of Confidential Documents and Information**

20 Class Counsel agree that they will destroy all confidential documents and information provided to
21 them by Defendant within 60 calendar days after the Effective Date. Class Counsel further agree that none
22 of the documents and information provided to them by Defendant shall be used for any purpose other than
23 prosecution of this Action. Class Counsel shall provide a certification of compliance with this Paragraph
24 within 60 calendar days after the Effective Date.

25 **8.17. No Media Announcements**

26 No Party shall make any public statements to the news, print, electronic, or Internet media
27 concerning the Agreement, and the Parties shall decline to respond to media inquiries concerning the
28 Agreement. Class Counsel shall not publicize the settlement in their marketing materials, website, or

1 other advertising media. Nothing in this Agreement shall bar Class Counsel from placing in their
2 marketing materials, website, or other advertising media a comment that Class Counsel secured an award
3 for their clients in this Action, so long as any such comment does not mention the name of this case, the
4 name of any of its Parties or Class Members, or the identity of Defense Counsel.

5 **8.18. Disputes**

6 If the Parties have a dispute regarding this Agreement, they agree to first attempt to resolve the dispute
7 informally through good faith negotiations, but, if those efforts are unsuccessful, they agree to mediate
8 any such dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees
9 and costs.

10 **8.19. Governing Law**

11 This Settlement and Agreement was made and entered into in the State of California. All terms of
12 this Agreement shall be governed by and interpreted according to the laws of the State of California.

13
14 DATED: April 1, 2020

Respectfully submitted,

15 FIRST ADVANTAGE BACKGROUND SERVICES
16 CORP.

17
18 By: Bret T. Jardine

Bret Jardine

19 Vice President & General Counsel

20 DATED: April __, 2020

Respectfully submitted,

21 ELIZABETH LARROQUE

22
23 By: _____

24 Elizabeth Larroque

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DATED: April __, 2020

Respectfully submitted,

MARCUS CHISM

By: _____
 Marcus Chism

DATED: April __, 2020

Respectfully submitted,

MICHELLE BLANKENSHIP

By: _____
 Michelle Blankenship

EXHIBIT

A

FORM OF NOTICE FOR FIRST CLASS U.S. MAIL NOTICE

**COURT ORDERED
NOTICE**

First Advantage Credit Cases
Class Action Notice

**PLEASE READ THIS
POSTCARD CAREFULLY
FOR INFORMATION
ABOUT YOUR BENEFITS.**

First Advantage Credit Cases.

c/o ADMINISTRATOR
ADDRESS
ADDRESS

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit#___



Postal Service: Please do not mark barcode

First Last
Address1
Address2
City, State, Zip Code

Superior Court of California
County of San Mateo
JCCP No. 4961

Settlement Benefit Information

First Advantage Credit Cases.
c/o ADMINISTRATOR
ADDRESS

Am I a class member? First Advantage’s records indicate you are a class member.

Why am I a class member? First Advantage’s records indicate that, between August 17, 2012 and <<Date of Preliminary Approval>>, First Advantage provided a background report about you to a potential employer without first having the employer certify that you had authorized the report and provide a signed form from you authorizing the report.

Do I get anything as a result of the settlement? Yes. The class settlement provides you with: (1) a \$15 discount on Instant Check and a \$15 discount on Resume Check; and (2) nine free full file disclosures under ¶ 5.3 of the Settlement Agreement.

(1) How do I use these discount codes? You can use these discounts by using the following discount codes:
Instant Check: <<Instant Check Discount Code>> **Resume Check:** <<Resume Check Discount Code>>

Do these discount codes expire? Yes, the discount codes expire two years from the date the Court issues final approval of the settlement.

(2) How do I get a free full file disclosure under ¶ 5.3 of the Settlement Agreement? Please visit <https://fadv.com/candidates/> for information on how to obtain your free full file disclosure.

Are there any limits on my nine free full file disclosures? Yes, this benefit expires three years from the date the Court issues final approval of the settlement. Additionally, you may obtain only one free full file disclosure per quarter.

Can I object or opt out of this settlement? Yes, you may submit an objection or opt out by visiting <<domain>> and following the instructions under the “How do I object?” and “How do I opt out?” information sections.

Please visit www.URL.com or call the Settlement Administrator at 1-***-***-**** for more information about this settlement.

FORM OF NOTICE FOR EMAIL CLASS NOTICE

Re: Your benefits under a Class Action Settlement reached in *First Advantage Credit Cases*, JCCP No. 4961 (Superior Court of the State of California, County of San Mateo).

This is a court-approved notification that you have been identified as a class member in a class action. Please read this e-mail for a summary of your benefits.

Am I a class member? First Advantage's records indicate you are a class member.

Why am I a class member? First Advantage's records indicate that, between August 17, 2012 and <<Date of Preliminary Approval>>, First Advantage provided a background report about you to a potential employer without first having the employer certify that you had authorized the report or [RECOMMEND CHANGING PLAINTIFFS' "OR" TO AN "AND"]provide a signed form from you authorizing the report.

Do I get anything as a result of the settlement? Yes. The class settlement provides you with: (1) a \$15 discount on Instant Check and a \$15 discount on Resume Check; and (2) nine free full file disclosures under ¶ 5.3 of the Settlement Agreement.

(1) How do I use these discount codes? You can use these discounts by using the following discount codes:

Code for \$15 discount on Instant Check: <<Instant Check Discount Code>>

Code for \$15 discount on Resume Check: <<Resume Check Discount Code>>

Do these discount codes expire? Yes, the discount codes expire two years from the date the Court issues final approval of the settlement.

(2) How do I get a free full file disclosure under ¶ 5.3 of the Settlement Agreement? Please visit <https://fadv.com/candidates/> for information on how to obtain your full file disclosure.

Are there any limits on my nine free full file disclosures? Yes, this benefit expires three years from the date the Court issues final approval of the settlement. Additionally, you may obtain only one free full file disclosure per quarter.

Can I object or opt out of this settlement? Yes, you may submit an objection or opt out by visiting <<domain>> and following the instructions under the "How do I object?" and "How do I opt out?" information sections.

Please visit www.URL.com or call the Settlement Administrator at 1-***-***-**** for more information about this settlement.

EXHIBIT

B

**IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

**FIRST ADVANTAGE CREDIT CASES
JCCP No. 4961**

REQUEST FOR EXCLUSION

I wish to be excluded from the Joint Stipulation of Class Action Settlement Agreement and Release of Claims in the case of *First Advantage Credit Cases*, JCCP No. 4961, pending in the Superior Court of California, County of San Mateo. I understand that, by requesting exclusion from the Agreement, I will not be a member of the Settlement Class and will not receive any share of the settlement benefits. I confirm that I have received written notice of the proposed Agreement in this action. I have decided to exclude myself and to not participate in any portion of the proposed Agreement.

Date: _____

Printed Name: _____

Former Names (If Any): _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____

Last four digits of Social Security Number: _____

Signature: _____

TO OPT OUT, YOU MUST RETURN THE COMPLETED FORM (OR A SIMILAR REQUEST FOR EXCLUSION THAT CONTAINS YOUR NAME, FORMER NAMES, CURRENT ADDRESS, CURRENT TELEPHONE NUMBER, AND THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER) BY FIRST CLASS U.S. MAIL TO:

**CLAIMS ADMINISTRATOR
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE**

YOUR REQUEST FOR EXCLUSION MUST BE POSTMARKED NO LATER THAN 45 DAYS AFTER <<DATE OF INITIAL MAILING OF THE CLASS ACTION NOTICE>>.

EXHIBIT

C

1 THE BLANCHARD LAW GROUP, APC
2 Lonnie C. Blanchard, III (SBN 93530)
3 lonnieblanchard@gmail.com
4 3579 East Foothill Blvd., No. 338
5 Pasadena, California 91107
6 Telephone: (213) 599-8255

7 Attorneys for Plaintiff
8 ELIZABETH LARROQUE

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN MATEO
12 CIVIL COMPLEX DEPARTMENT

13 FIRST ADVANTAGE CREDIT CASES,
14 Coordination Proceeding
15 Special Title (CRC Rule 3.550)

Judicial Council Coordination Proceedings
No. JCCP 4961

Department 2, Hon. Marie S. Weiner

Assigned Coordination Motion Judge

**DECLARATION OF LONNIE C.
BLANCHARD III**

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I, Lonnie C. Blanchard III, declare under penalty of perjury:

1. I am the principal of the law firm of The Blanchard Law Group, P.C. and I am Class Counsel for the Settlement Class in *First Advantage Credit Cases*, JCCP 4961.

2. I have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any attorneys' fees and costs award to be paid pursuant to the Joint Stipulation of Class Action Settlement Agreement and Release of Claims.

3. I have not created and have no knowledge of any liens or claims against any of the amounts to be paid by First Advantage pursuant to the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____.

Lonnie C. Blanchard III

1 PETER R. DION-KINDEM, P.C.
Peter R. Dion-Kindem (SBN 95267)
2 peter@dion-kindemlaw.com
2945 Townsgate Road, Suite 200
3 Westlake Village, California 91361
Telephone: (818) 883-4900
4

5 Attorneys for Plaintiff
ELIZABETH LARROQUE
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SAN MATEO

9 CIVIL COMPLEX DEPARTMENT
10

11 FIRST ADVANTAGE CREDIT CASES,
12 Coordination Proceeding
Special Title (CRC Rule. 3.550)

Judicial Council Coordination Proceedings
No. JCCP 4961

Department 2, Hon. Marie S. Weiner

Assigned Coordination Motion Judge

**DECLARATION OF PETER R. DION-
KINDEM**

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I, Peter R. Dion-Kindem, declare under penalty of perjury:

1. I am the principal of the law firm of Peter R. Dion-Kindem, P.C. and I am Class Counsel for the Settlement Class in *First Advantage Credit Cases*, JCCP 4961.

2. I have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any attorneys' fees and costs award to be paid pursuant to the Joint Stipulation of Class Action Settlement Agreement and Release of Claims.

3. I have not created and have no knowledge of any liens or claims against any of the amounts to be paid by First Advantage pursuant to the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____.

Peter R. Dion-Kindem

1 THE HOLMES LAW GROUP, APC
Jeffrey D. Holmes (SBN 100891)
2 JeffHolmesJH@gmail.com
3311 East Pico Blvd.
3 Los Angeles, California 90023
Telephone: (310) 396-9045
4

5 Attorneys for Plaintiff
ELIZABETH LARROQUE
6

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SAN MATEO

9 CIVIL COMPLEX DEPARTMENT
10

11 FIRST ADVANTAGE CREDIT CASES,
12 Coordination Proceeding
Special Title (CRC Rule. 3.550)

Judicial Council Coordination Proceedings
No. JCCP 4961

Department 2, Hon. Marie S. Weiner

Assigned Coordination Motion Judge

**DECLARATION OF JEFFREY D.
HOLMES**

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I, Jeffrey D. Holmes, declare under penalty of perjury:

1. I am the principal of the law firm of The Holmes Law Group and I am Class Counsel for the Settlement Class in *First Advantage Credit Cases*, JCCP 4961.

2. I have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any attorneys' fees and costs award to be paid pursuant to the Joint Stipulation of Class Action Settlement Agreement and Release of Claims.

3. I have not created and have no knowledge of any liens or claims against any of the amounts to be paid by First Advantage pursuant to the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____.

Jeffrey D. Holmes

1 SETAREH LAW GROUP
Shaun Setareh (SBN 204514)
2 shaun@setarehlaw.com
Thomas Segal (SBN 222791)
3 thomas@setarehlaw.com
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8 BLANKENSHIP
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 CIVIL COMPLEX DEPARTMENT
13

14 FIRST ADVANTAGE CREDIT CASES,
15 Coordination Proceeding
16 Special Title (CRC Rule. 3.550)
17

Judicial Council Coordination Proceedings
No. JCCP 4961

Department 2, Hon. Marie S. Weiner

Assigned Coordination Motion Judge

DECLARATION OF SHAUN SETAREH

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I, Shaun Setareh, declare under penalty of perjury:

1. I am the principal of the law firm of The Setareh Law Group. and I am Class Counsel for the Settlement Class in *First Advantage Credit Cases*, JCCP 4961.

2. I have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any attorneys' fees and costs award to be paid pursuant to the Joint Stipulation of Class Action Settlement Agreement and Release of Claims.

3. I have not created and have no knowledge of any liens or claims against any of the amounts to be paid by First Advantage pursuant to the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____.

Shaun Setareh