

# APPENDIX I

## CLASS SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is hereby entered into by and between (1) Kiran Kumar Chandra Shekar (“Class Representative”), individually and on behalf of the Settlement Class Members defined below, and (2) Accurate Background, LLC (“Defendant” or “Accurate Background”) (collectively, the “Parties”).<sup>1</sup>

By this Agreement, the Parties intend, with judicial approval, to fully, finally and forever resolve the Litigation in its entirety and with prejudice, and discharge and settle all released rights and claims to the full extent set forth below.

### RECITALS

WHEREAS, by the Litigation, the Class Representative asserted claims, including the Class Claims, against Defendant for alleged violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* (“FCRA”);

WHEREAS, the purpose of this Agreement is to settle and fully resolve the Class Claims of the Class Representative and Settlement Class Members;

WHEREAS, Defendant denies any liability under the FCRA and denies that class certification was appropriate in this Litigation. Defendant further denies that it engaged in any violation of the FCRA or any other law. As part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, denies the allegations in the Complaint, denies that Defendant is liable for damages, penalties, interest, attorneys’ fees or costs, or any other remedy, and denies that any claim asserted by the Class Representative is suitable for class treatment other than for settlement purposes. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity. Defendant has agreed to settle the Litigation solely to avoid the burden, expense, and possible uncertainty of the Litigation;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in this Litigation, including, but not limited to, reviewing documents and data, serving and responding to written discovery requests, and taking multiple depositions;

WHEREAS, counsel for the Parties have vigorously litigated Class Representative’s claims, including extensive motion briefing, discovery practice, and class certification briefing;

WHEREAS, the Parties have engaged in extensive arm’s-length negotiations, both through conferences directly between the Parties’ counsel and with the assistance of a mediator. The Parties reached a settlement after jointly retaining the services of an experienced mediator, Rodney Max, Esq., and engaging in two adversarial mediation sessions, and further engaged in additional arms-length negotiations in the days and weeks before and after those sessions;

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<sup>1</sup> Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representative and the Settlement Class, or might result in a recovery that is less favorable to the Class Representative and the Settlements Class, the Class Representative and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representative and the Settlement Class; and

WHEREAS, this Agreement is contingent upon approval of class certification for settlement purposes only. Defendant expressly reserves the right to challenge the propriety of class certification for any other purpose should the Court not approve the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

## 1. DEFINITIONS

The following definitions apply to this Agreement. Each defined term set forth above and herein appears throughout in initial capital letters and shall have the following meanings:

1.1. **“Administrative Costs”** or **“Notice and Administrative Costs”** means all amounts owed to the Settlement Administrator for administering this Agreement. All Administrative Costs shall be paid from the Settlement Fund.

1.2. **“Agreement”** means this Class Settlement Agreement and Release, its Recitals, and its Exhibits.

1.3. **“CAFA Notice”** means notice of this proposed settlement to the appropriate federal and state officials, as required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1715(a)-(d). The CAFA Notice shall be prepared by the Settlement Administrator.

1.4. **“Class Claims”** means the claims asserted in the Litigation under Section 1681k(a) of the FCRA, 15 U.S.C. § 1681k(a).

1.5. **“Class Counsel”** means James A. Francis, John Soumilas, and Jordan M. Sartell of Francis Mailman Soumilas, P.C. and Larry Smith of SmithMarco, P.C.

1.6. **“Class Counsel Fees and Costs”** means attorneys’ fees and costs that the Court awards in connection with resolving the Litigation in accordance with this Agreement and the Fee Petition.

1.7. **“Class Members”** mean those individuals who for purposes of this Agreement will be certified as members of the Settlement Class and who do not file a timely and valid Request for Exclusion.

1.8. “**Class Member Payment**” means the amount the Settlement Administrator distributes from the Net Settlement Amount to each Settlement Class Member.

1.9. “**Class Representative**” or “**Plaintiff**” means Kiran Kumar Chandra Shekar.

1.10. “**Court**” means the United States District Court for the Eastern District of Wisconsin, where the Litigation is currently pending.

1.11. “**Defendant**” means Accurate Background, LLC.

1.12. “**Defendant’s Counsel**” means Pamela Q. Devata and John Drury of Seyfarth Shaw LLP.

1.13. “**Effective Date**” means the last of the following dates: (i) the expiration of seven (7) days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) in the event of any Objection, the expiration of seven (7) days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed; and (iii) if such motion to alter or amend is filed, or in the event of any Objection if an appeal is taken, seven (7) days after a final determination of any such motion or appeal that permits the consummation of the Settlement in accordance with the terms and conditions of this Agreement, and without further opportunity for either an appeal or Rule 59(e) motion.

1.14. “**FCRA**” means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*

1.15. “**Fee Petition**” means the petition for an award of fees and costs submitted by Class Counsel as provided for in Section 8 below.

1.16. “**Final Approval**” means the approval of the Agreement by the Court in its entirety at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

1.17. “**Final Approval Hearing**” means the hearing at which the Court will consider arguments relating to deciding whether to approve this Settlement, and make such other rulings as are contemplated by this Agreement.

1.18. “**Final Approval Motion**” means the motion that Plaintiff shall file seeking Final Approval.

1.19. “**Final Approval Order**” means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Settlement Class and entering a judgment according to the terms set forth in this Agreement, in the form of Exhibit E hereto.

1.20. “**Final Judgment**” shall have the same meaning as Final Approval Order.

1.21. “**Litigation**” means the lawsuit filed by the Class Representative in the United States District Court for the Eastern District of Wisconsin captioned *Kiran Kumar Chandra Shekar v. Accurate Background, Inc.*, No. 2:17-cv-00585-LA.

1.22. “**Motion to Direct Notice to the Class**” means the motion that Plaintiff shall file proposing to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and Settlement Notices pursuant to FED. R. CIV. P. 23(e).

1.23. “**Net Settlement Amount**” means the portion of the Gross Settlement Amount that remains after deduction for any individual settlement, Service Award, Administrative Costs, and Class Counsel Fees.

1.24. “**Notice of Objection**” or “**Objection**” means a written objection made by a Class Member to this Settlement, and submitted in accordance with the procedures identified in Section 5 below.

1.25. “**Objection Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all objections must be submitted.

1.26. “**Objector**” means a Class Member who has submitted a Notice of Objection.

1.27. “**Order Directing Notice to the Class**” means an order by the Court approving the Settlement Notice Plan, the Settlement Notices, and the proposed settlement pursuant to FED. R. CIV. P. 23(e).

1.28. “**Opt Out Deadline**” means the date sixty (60) days after the date of the Settlement Notice by which all Requests for Exclusion must be submitted electronically or postmarked and sent to the Settlement Administrator.

1.29. “**Parties**” means the Class Representative and Defendant.

1.30. “**Released Claims**” means all claims that, under Section 10 of this Agreement, will be extinguished as to all Class Members who do not submit a timely Request for Exclusion.

1.31. “**Released Parties**” means Defendant and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, trustees, principals, executors, and shareholders.

1.32. “**Request for Exclusion**” means, as described in Section 4 below, a written or electronic opt-out request submitted to the Settlement Administrator, with the following information: (1) the Class Member’s full name and current mailing address; (2) the last four digits of the Class Member’s Social Security Number; and (3) an express statement that the Class Member wishes to be excluded from the terms of the Agreement.

1.33. “**Settlement**” means the agreement between the Class Representative, on behalf of himself and Class Members, and Defendant, to fully, finally and forever settle the Litigation and Class Claims and Class Representative’s individual claims in their entirety and with prejudice and

release the claims described herein as memorialized in this Agreement and the accompanying documents attached hereto.

1.34. “**Service Award**” means the payment made from the Settlement Fund to the Class Representative for his service in the Litigation, as approved and directed by the Court.

1.35. “**Settlement Administrator**” means the entity selected in accordance with Section 7 of this Agreement.

1.36. “**Settlement Class**” or “**Settlement Class Members**” means those persons included within the class certified by the Court on July 24, 2020, namely, during the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA Section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose dispute resulted in a correction to the description of the charge level. Based on Defendant’s records, the Parties agree there are 433 individuals in the Settlement Class.

1.37. “**Settlement Fund**” or “**Gross Settlement Amount**” means the Four Hundred and Seventy-Four Thousand and Two Hundred Dollars and Zero Cents (\$474,200.00) to be paid by Defendant in connection with the Agreement and after the Final Approval Order. This sum includes all Class Member Payments, the individual settlement and Service Award to Plaintiff, all Administrative Costs, and Class Counsel Fees. In no event shall Defendant be required to pay any amount greater than that set forth in this Section 1.37.

1.38. “**Settlement Notice**” means the notices of the terms of the Agreement to be sent to the Settlement Class by the Settlement Administrator, substantially in the form of Exhibits B-D hereto. The Settlement Administrator will post the Settlement Notice documents on a settlement website.

1.39. “**Settlement Notice Plan**” means the plan for sending the Settlement Notice as provided for in Section 3 below.

## 2. SCHEDULING OF HEARINGS AND MOTIONS

2.1. On or before December 21, 2020, or another date agreed to by the Parties and directed by the Court, Class Counsel shall file the Motion to Direct Notice to the Class with the Court, which shall propose to certify the Settlement Class for settlement purposes and to approve the Settlement Notice Plan and the Settlement Notice pursuant to FED. R. CIV. P. 23(e). Class Counsel shall file with the Motion a proposed order substantially in the form of Exhibit A hereto.

2.2. The date of any Final Approval Hearing shall be scheduled for a date no earlier than one hundred twenty (120) days after the Court issues the Order Directing Notice to the Class.

2.3. The Settlement Administrator shall mail, via First Class United States Mail, postage prepaid, the CAFA Notice within ten (10) days after this Agreement is filed with the Court.

2.4. Class Counsel shall file the Final Approval Motion no later than fourteen (14) days prior to the Final Approval Hearing, or within another time set by the Court.

2.5. Class Counsel shall file the Fee Petition no later than fourteen (14) days prior to the Objection Deadline and Opt Out Deadline, or within any other time set by the Court. The hearing on the Fee Petition shall occur during the Final Approval Hearing.

### **3. SETTLEMENT NOTICE PLAN**

3.1 As part of the Administrative Costs, the Settlement Administrator shall send the CAFA Notice in accordance with 28 U.S.C. § 1715(a) not later than ten (10) days after this Settlement Agreement is filed with the Court.

3.2 Within fourteen (14) days of the Order Directing Notice to the Class, the Parties will securely deliver to the Settlement Administrator the Class List for the Settlement Class. Defendant agrees to provide email addresses where available and, to the extent reasonably available, shall also securely provide each class member's most recent address information.

3.3 The Parties agree that they will provide the notices described in this Section to the Court for approval. The notices are designed to provide the Settlement Class Members with information about the class action settlement.

3.3.1 The primary form of notice to the Settlement Class shall be via electronic mail. The Parties agree that notice via electronic mail is the most practicable method available. The Settlement Administrator shall send, via electronic mail, a notice in the form of Exhibit B to members of the Settlement Class no later than fourteen (14) days after the Court enters the Order Directing Notice to the Class. For any electronic mail notice returned as undeliverable, the Settlement Administrator shall re-send the notice no earlier than three (3) days after the original notice is returned.

3.3.2 For any members of the Settlement Class for whom no electronic mail address is available, or whose electronic mail notices were returned as undeliverable after the second attempt, and to the extent Defendant has such Settlement Class Members' mailing addresses and/or the Settlement Administrator is able to locate such mailing address, the Settlement Administrator shall send a postcard notice in the form of Exhibit C no later than twenty-one (21) days after a second undeliverable electronic mail attempt. Prior to sending postcard notice to any Class Member, the Settlement Administrator shall update mailing addresses through the USPS National Change of Address database and utilize an address verification resource to identify missing addresses. If the Settlement Administrator receives address change notifications from the U.S. Postal Service within thirty (30) days of mailing, the Settlement Administrator will re-mail the postcard notice.

3.3.3 The Settlement Administrator will establish a website containing detailed information about the Settlement Agreement, including the Long Form Notice in the form of Exhibit D, frequently asked questions and answers, pleadings, relevant litigation documents, and contact information for Class Counsel. The Settlement Administrator will terminate the website sixty (60) days after the later of either (a) six months after the Effective Date; or (b) the date on which the Settlement Agreement is terminated.

3.3.4 The Settlement Administrator shall make periodic reports to the Parties' counsel regarding the status of the Settlement Notice distribution and number of undeliverable Notices. Not more than fourteen (14) days after the expiration of the Opt Out Deadline and Objection Deadline, the Settlement Administrator shall provide to the Parties' Counsel, and cause to be filed with the Court, a declaration containing the following: (1) proof of the transmittal of the Settlement Notice; (2) the number of electronic mail notices returned as undeliverable; (3) the number of postcard notices returned as undeliverable; and (4) the number of visits to the settlement website.

#### **4. REQUESTS FOR EXCLUSION (OPT OUTS)**

4.1 The Settlement Class will have the opportunity to opt out by timely submitting a Request for Exclusion. The Settlement Notices to the Settlement Class Members and available on the settlement website shall contain information about how the Settlement Class Members may submit Requests for Exclusion and the potential implications of doing so.

4.2 Settlement Class Members may opt out of the Settlement Class by either (a) mailing a valid Request for Exclusion to the Settlement Administrator; or (b) submitting a valid Request for Exclusion electronically, in the form of Exhibit E, which is available on the Settlement Website. Requests for Exclusion that are mailed must be directed to "Opt Out Requests – *Shekar v. Accurate Background* Settlement Administrator" and must be postmarked no later than sixty (60) days after the date of the Settlement Notice. All Requests for Exclusion must contain the Settlement Class Member's full name, current mailing address, last four digits of their Social Security Number, and a specific statement that the Settlement Class Member wants to be excluded from the settlement. Requests for Exclusion may only be submitted on an individual basis, and to the extent any request purports to seek exclusion *en masse* or on behalf of anyone other than the submitting individual it shall be deemed invalid except as to the submitting individual. Requests for Exclusion that do not comply with the provisions of this paragraph (and as applicable, the instructions on Exhibit E) shall be invalid.

4.3 Any Class Member who opts out of this Agreement may not submit an Objection shall not receive a Class Member Payment, and shall not be bound by the releases in this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Release(s) described in Section 10 below.

4.4 No later than fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all Settlement Class Members who have properly opted out of the Settlement Class by submitting valid Requests for Exclusion, together with copies of the opt out requests. The Settlement Administrator shall also include the total numbers of Class Members who have properly opted out in the reports described in Section 3.3.4 of this Agreement.



## **5. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING**

5.1 Any Class Member who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline. Class Members who fail to submit an Objection in the manner specified in the Settlement Notice and this Agreement shall be deemed to have waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

5.1.1 The Notice of Objection shall be sent by United States Mail to: (a) Class Counsel; (b) Defendant's Counsel; and (c) the Clerk of the Court.

5.1.2 The Notice of Objection shall be personally signed by the Objector and state: the caption of the Litigation; the full name, address and telephone number of the Objector; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Objector wishes to be considered in support of the objection; the identity of all counsel who represent the Objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the Objection or the process of objecting—whether written or oral—between the Objector or the Objector's counsel and any other person or entity; the identity of all counsel representing the Objector who will appear at the Final Approval Hearing; and, all relief sought.

5.1.3 Any Objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than fourteen (14) days before the Final Approval Hearing, and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

5.2 The agreed-upon procedures and requirements for filing a valid Objection in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Objections to the Settlement or Fee Petition, in accordance with such Objector's due process rights.

5.2.1 The Order Directing Notice to the Class shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

5.3 Unless otherwise allowed by law, only Settlement Class Members who submit a valid Notice of Objection to the Settlement by the Objection Deadline may appeal any Final Judgment or ruling on the Fee Petition.

## **6. SETTLEMENT FUND**

6.1 The Gross Settlement Amount is Four Hundred and Seventy-Four Thousand and Two Hundred Dollars and Zero Cents (\$474,200.00). In no event shall Defendant, absent further agreement, be obligated to pay more than that amount. No portion of the Gross Settlement

Amount will revert to Defendant. The Gross Settlement Amount includes amounts for the following:

6.1.1 Class Member Payments of approximately \$300.00 per Class Member, as described in Section 6.2, *infra*;

6.1.2 A Service Award for the Class Representative of \$1,500.00, as described in Sections 6.4 and 8.3, *infra*;

6.1.3 Administrative and Notice Costs incurred by Class Counsel, approximated at \$11,500.00;

6.1.4 Litigation expenses incurred by Class Counsel on behalf of the Settlement Class concerning the Class Claims alleging a willful violation of FCRA Section 1681k(a), including mediation and expert witness expenses, estimated at \$38,000.00;

6.1.5 Attorneys' fees, calculated on a compromised lodestar basis pursuant to the fee shifting provisions of the FCRA, incurred by Class Counsel in conjunction with their representation of the Settlement Class, will be presented at the time of the final fee petition.

6.1.6 An individual settlement for Plaintiff in recognition of his general release of all claims and his separate FCRA Section 1681e(b) claim asserted and remaining in this Litigation, in the amount of \$28,500.00 as described in Section 6.4, *infra*;

6.1.7 Litigation expenses incurred by Class Counsel on behalf of Plaintiff with respect to his individual claim under FCRA section 1681e(b), estimated at \$3,000.00; and

6.1.8 Attorneys' fees, calculated on a compromise lodestar basis pursuant to the fee shifting provisions of the FCRA, incurred by Class Counsel in conjunction with their representation of the Class Representative with respect to his individual claim, estimated at \$29,500.00.

6.2 The Net Settlement Amount is the portion of the Gross Settlement Amount that remains after deducting amounts for any individual settlement and Service Award, Administrative Costs, and the Class Counsel Fees. The Class Member Payment amount will be the Net Settlement Amount. The Parties anticipate that Settlement Class Members will receive approximately \$300.00 each.

6.3 The Parties shall treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of U.S. Treas. Reg. 1.468B-1, 29 C.F.R. § 468B-1.

6.4 Subject to Sections 6.1.2 and 8.3, Thirty Thousand Dollars and Zero Cents (\$30,000.00) total shall be allocated for the individual settlement and Service Award to the Class Representative.

6.5 A grand total of Three Hundred Fourteen Thousand Three Hundred Dollars and Zero Cents (\$314,300.00) in total shall be allocated for Class Counsel Fees and Costs, both for the Class Members' claims and for Plaintiff's individual claims, for all of the Costs of the

Litigation, as well as for Administrative Costs, and shall be paid by the Settlement Administrator to Class Counsel per the terms of this Agreement. Defendant agrees not to object to the application by Class Counsel for attorneys' fees, costs, and other expenses up to the amount specified herein, or to the allocation described above. The parties negotiated attorneys' fees and expenses after all other terms were agreed to and memorialized by the parties and mediator.

6.6 Class Counsel shall bear exclusively all Administrative Costs from any award of Class Counsel Fees.

6.7 No portion of the Settlement Fund shall revert to Defendant.

6.8 Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award by the Settlement Administrator to a mutually agreeable recipient to be identified for the Court's approval at the time of the Final Approval Hearing in this matter. The Settlement Administrator is responsible for securing from the *cy pres* recipient wiring instructions, as well as all other information necessary to make the *cy pres* distributions. The *cy pres* distribution shall occur sixty (60) days after the void date of the latest dated check distributed to a Class Member.

## **7. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR**

7.1 Class Counsel represents and warrants that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Agreement, within the time limits specified in this Agreement. The Parties shall mutually agree on the selection of the Settlement Administrator, although Defendant will not unreasonably withhold its consent.

7.2 The Settlement Administrator shall ensure that the information that it receives from the Parties and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. The Settlement Administrator shall, in conjunction with its periodic reporting under Section 3.3.4 above, disclose information that it receives from Class Members. Defendant's counsel agrees to not unreasonably withhold its consent in response to Class Counsel's representation that they need to confirm the Class Member status of a specific individual who may contact Class Counsel with questions regarding this Agreement. Under such circumstances, Class Counsel will provide Defendant's counsel with the name and any other identifying information of such individual so that Defendant's counsel and/or the Settlement Administrator may confirm whether the individual is a Class Member.

7.3 The Settlement Administrator shall be responsible for executing the Notice Plan as set forth in Section 3 above.

7.4 The Settlement Administrator shall calculate, prepare and deliver to Class Members the Class Member Payments in accordance with Section 9 below.

7.5 Within fourteen (14) days of the Effective Date, Defendant will deposit the Gross Settlement Amount into the Qualified Settlement Fund.

## **8. ADMINISTRATION OF CLASS COUNSEL FEES AND SERVICE AWARD**

8.1 Within the time specified by Section 2.5 above, Class Counsel shall petition the Court for an award of attorneys' fees, plus reimbursement of litigation and administration costs and expenses, in a total amount not to exceed Three Hundred and Fourteen Thousand and Three Hundred Dollars and Zero Cents (\$314,300.00). Defendant agrees not to object or oppose Class Counsel's Fee Petition. Defendant shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund, pursuant to the terms of this Agreement.

8.2 The Settlement Administrator shall issue the Class Counsel Fees within five days after the Effective Date. Class Counsel shall instruct the Settlement Administrator as to how the Class Counsel Fee may be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel.

8.3 The Class Representative may, subject to Court approval, receive from the Settlement Fund a Service Award of an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) in consideration of his services to the Class in this matter. Any request for a Service Award shall be made as part of the Final Approval Motion. The Settlement Administrator shall pay any Service Award approved by the Court within five days of the Effective Date, and shall issue an IRS Form 1099 to the Class Representative. The Class Representative shall be solely responsible for paying all applicable taxes on any Service Award.

## **9. PAYMENTS TO SETTLEMENT CLASS MEMBERS**

9.1 Each Settlement Class Member entitled to receive a Class Member Payment will receive a *pro rata* share of the Net Settlement Fund, which the Parties anticipate shall be approximately Three Hundred Dollars (\$300.00).

9.2 Within five days after the Effective Date, the Settlement Administrator shall issue Class Member Payments via check to be delivered via First Class United States Mail, postage prepaid. The checks must clearly state that they shall be void if not presented for payment within ninety (90) days from the date of mailing. To the extent that checks are not presented for payment by a Settlement Class Member within ninety (90) days of mailing, such checks remaining uncashed on that date shall become null and void, and any such Settlement Class Member shall have no further recourse.

9.3 Settlement Class Members shall be solely responsible for complying with any and all tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

## **10. RELEASE OF CLAIMS**

10.1 For the monetary and non-monetary consideration described above, the receipt and sufficiency of which are hereby acknowledged, Settlement Class Members agree to fully and forever release, waive, acquit and discharge Defendant and the other Released Parties from any and all claims that such individuals have or may have for a violation of 15 U.S.C. § 1681k(a) of the FCRA through the date of this Agreement.

10.2 The Class Representative expressly releases any and all claims, known or unknown, he has or may have against Defendant (and other Released Parties), including but not limited to his claims under 15 U.S.C. § 1681k(a) and 15 U.S.C. § 1681e(b) alleged in the Litigation, up to the Effective Date of the Settlement.

10.3 In connection with the foregoing Releases, and to the extent covered by the foregoing Releases, the Class Representative and each Settlement Class Member shall be deemed, as of the Final Approval, to have knowingly and voluntarily waived any and all provisions, rights and benefits conferred by statute, rule and legal doctrine similar, comparable or equivalent to California Code Section 1542, which provides that:

**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.**

## 11. MODIFICATION BY COURT

11.1 This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively alter the Parties' rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 13.11 below, to be consistent with any modifications requested or required by the Court.

## 12. TERMINATION

12.1 Each Party may terminate this 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:

12.1.1 The Court requires a notice process or settlement terms materially different from the notice process and/or terms set forth in this Agreement or as otherwise agreed upon mutually by the Parties in writing; or

12.1.2 The Court fails to issue an Order Directing Notice to the Class in accordance with the terms of this Agreement; or

12.1.3 The Court fails to enter a Final Approval Order dismissing the Litigation with prejudice (as to all Class Claims and Shekar's individual claims) and integrating all the terms of this Agreement; or

12.1.4 The Final Approval Order is appealed and such Final Approval Order is finally reversed or materially modified on appeal.

12.2 If the Settlement does not become final and effective for any reason, including if any of the conditions described above occurs and any of the Parties properly elects to terminate the Settlement and the Agreement as a consequence, then:

12.2.1 None of the terms of the Agreement will be effective or enforceable and the Settlement and the Agreement (including without limitation the class certification provisions thereof) will have no further force and effect;

12.2.2 The Parties and their counsel shall not offer any of this Agreement in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;

12.2.3 Any Court orders, filings, or other entries on the Court's file that result from this Settlement shall be automatically set aside, withdrawn, and stricken from the record;

12.2.4 This Agreement will be without prejudice to any Party, and is not to be construed as an admission;

12.2.5 All Parties will automatically revert to their litigation positions as of September 8, 2020, and stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

### **13. MISCELLANEOUS PROVISIONS**

13.1 The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms.

13.2 This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation.

13.3 This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

13.4 This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

13.5 The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

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

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

13.8 No person shall have any claim against the Released Parties, Defendant, Defendant's Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court.

13.9 This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Wisconsin without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

13.10 The Court shall retain jurisdiction over the interpretation and implementation of this Agreement.

13.11 No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

13.12 Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States mail to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendant:                   Seyfarth Shaw LLP  
  Attention: Pamela Q. Devata, Esq.  
  233 South Wacker Drive, Suite 8000  
  Chicago, IL 60606

If to Plaintiff:                   Francis Mailman Soumilas, P.C.  
  Attn: John Soumilas, Esq.  
  1600 Market Street, Suite 2510  
  Philadelphia, PA 19103

13.13 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Class Representative and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem necessary or appropriate. Each attorney or other

person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

13.14 The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.15 Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

Dated: 12/21, 2020

**Kiran Kumar Chandra Shekar**



\_\_\_\_\_  
Kiran Kumar Chandra Shekar

Dated: \_\_\_\_\_, 2020

**Accurate Background, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

**FRANCIS MAILMAN SOUMILAS, P.C.**

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

John Soumilas

Attorneys for Plaintiff and Class Members

**SEYFARTH SHAW LLP**

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Pamela Q. Devata

Attorneys for Defendant

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

Dated: \_\_\_\_\_, 2020

**Kiran Kumar Chandra Shekar**

\_\_\_\_\_  
Kiran Kumar Chandra Shekar

Dated: \_\_\_\_\_, 2020

**Accurate Background, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

**FRANCIS MAILMAN SOUMILAS, P.C.**

Dated: December 21, 2020

By: \_\_\_\_\_

  
John Soumilas

Attorneys for Plaintiff and Class Members

**SEYFARTH SHAW LLP**

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Pamela Q. Devata

Attorneys for Defendant

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date written below.

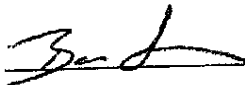
Dated: \_\_\_\_\_, 2020

**Kiran Kumar Chandra Shekar**

\_\_\_\_\_  
Kiran Kumar Chandra Shekar

Dated: 12/21, 2020

**Accurate Background, LLC**

By:  **BON IDZIAK**

Its: Chief Compliance Officer

**FRANCIS MAILMAN SOUMILAS, P.C.**

Approved as to form:

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
**John Soumilas**

Attorneys for Plaintiff and Class Members

**SEYFARTH SHAW LLP**

Dated: 12/21, 2020

By:   
**Pamela Q. Devata**

Attorneys for Defendant

# Exhibit A

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

**KIRAN KUMAR CHANDRA SHEKAR**, on  
behalf of himself and all others similarly  
situated,

*Plaintiff,*

vs.

**ACCURATE BACKGROUND, INC.**,

*Defendant.*

No. 2:17-cv-00585-LA

**[PROPOSED] ORDER DIRECTING  
NOTICE TO THE SETTLEMENT CLASS**

The Court, having reviewed the Plaintiff's Unopposed Motion for an Order Directing Notice to the Settlement Class and the Settlement Agreement entered into by the Parties, hereby ORDERS that:

1. The Court has considered the proposed settlement of the claims asserted in this matter on behalf of the following class (the "Settlement Class"), which it certified for all purposes on July 24, 2020:

During the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose disputes resulted in a correction to the description of the charge level.

2. Based upon the Court's review, it appears that the settlement is fair, reasonable, and adequate, and that each of the following is true:

a. the Class Representative, Kiran Kumar Chandra Shekar, and Class Counsel, Francis Mailman Soumilas, P.C. and SmithMarco, P.C. have adequately represented the Settlement Class;

- b. the proposed settlement was negotiated at arm's length;
- c. the relief provided for the Settlement Class is adequate, taking into account:
  - i. the costs, risks, and delay of trial and appeal;
  - ii. the monetary amount and effectiveness of the proposed method of providing payments to eligible Settlement Class Members; and
  - iii. the terms of the proposed awards of attorneys' fees and costs and individual settlement and service payment to the named Plaintiff, including timing of payment.
- d. the proposed settlement treats Settlement Class members equally relative to each other.

3. The Court has reviewed the proposed manner of giving notice as set forth in the Settlement Agreement and proposed notices to class members and finds that the proposed method of notice distribution fully satisfies the requirements of FED. R. CIV. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

4. No later than fourteen (14) days after the date of this Order, Defendant shall compile and securely deliver to Settlement Administrator and Class Counsel a list of Settlement Class members in accordance with Section 3.2 of the Settlement Agreement.

5. No later than fourteen (14) days after the expiration of the Opt Out Deadline and Objection Deadline, the Settlement Administrator will cause a declaration to be filed with the Court that the notice of the Settlement was given as required by the Settlement Agreement.

6. The Court will hold a Final Approval Hearing pursuant to FED. R. CIV. P. 23(e) on \_\_\_\_\_, 2021 (*at least 120 days after entry of Order Directing Notice to the Settlement Classes*) at the United States District Court for the Eastern District of Wisconsin, located at 517 E. Wisconsin Ave., Milwaukee, Wisconsin, Courtroom 390 at \_\_\_\_\_ a.m./p.m. for the following purposes:

a. To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

b. To determine whether a final judgment should be entered dismissing the claims of the Settlement Class and Shekar's individual claims with prejudice, as required by the Settlement Agreement;

c. To consider the application of Class Counsel for an award of attorney's fees and expenses, and for an individual settlement and service award to the Class Representative; and

d. To rule upon other such matters as the Court may deem appropriate.

7. If a Settlement Class Member chooses to opt out of the Settlement Class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator in the manner described in the Settlement Agreement, submitted no later than sixty (60) days of the date of notice. No later than fourteen (14) days after the Opt-Out Deadline Date, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a complete list of all Settlement Class Members who have properly opted out of the Settlement Classes together with copies of the opt out requests.

8. A Settlement Class Member who does not file timely a request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action. Any Settlement Class Member who submits a timely request for exclusion may revoke his or her request for exclusion by submitting to the Settlement Administrator a written statement of revocation, postmarked or received no later than fourteen (14) days before the date of the Final Approval Hearing.

9. Any Settlement Class Member who wishes for the Court to consider an objection to the settlement must submit a Notice of Objection via First Class Mail to (a) Class Counsel; (b) Defendants' Counsel; and (c) the Clerk of the Court. Such objection shall be personally signed and state: the caption of the Litigation; the full name, address and telephone number of the Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and, all relief sought.

10. Any objector who wishes to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than fourteen



(14) days before the Final Approval Hearing, and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

11. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual settlement and service award to the Class Representative and for an award of attorneys' fees and expenses shall be filed no later than fourteen (14) days prior to the deadline for class members to make objections, or within another time set by the Court.

12. All briefs, memoranda, petitions, and affidavits to be filed in support of final approval of the Settlement shall be filed no later than fourteen (14) days prior to the Final Approval Hearing, or within another time set by the Court.

13. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

---

HON. LYNN ADELMAN  
United States District Judge

Dated: \_\_\_\_\_

# Exhibit B

Email Notice to Settlement Class Members

From:  
To:  
Subject: Class Action Legal Notice – Shekar v. Accurate Background Settlement

**This is a notice of a settlement of a class action lawsuit.**

**This is not a notice of a lawsuit against you.**

**You are entitled to compensation as a result of the settlement in the class action lawsuit captioned:**

Kiran Kumar Chandra Shekar v. Accurate Background, LLC, No. 2:17-cv-00585-LA (E.D. Wis.)

**A federal court authorized this notice. This is not a solicitation from a lawyer.**

**Please read this notice carefully. It summarizes your rights and options to participate in a proposed class action settlement.**

**What is this lawsuit about?** Kiran Kumar Chandra Shekar (“Shekar”) filed this lawsuit, alleging that Accurate Background, LLC (“Defendant”) violated the federal Fair Credit Reporting Act (“FCRA”) by failing to notify you that it was providing public record information about you in a background report for employment purposes at the time it created the report. Defendant denies all the allegations in the lawsuit. The parties have agreed to a settlement.

**Why did you receive this notice?** Based on Defendant’s records, you are a member of the following class, which the Court certified on July 24, 2020: during the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose disputes resulted in a correction to the description of the charge level.

**What does the settlement provide?** Defendant will establish a \$474,200.00 settlement fund. The settlement fund will provide (1) a payment to each class member; (2) subject to the Court’s approval, an award of attorneys’ fees, costs, and expenses of \$314,300.00, which includes the cost of settlement notice and administration; and (3) subject to the Court’s approval, an individual settlement and service award to Shekar of \$30,000.00 in connection with a broader, full release of all claims. Class Counsel estimates that the amount of each Class Member Payment will be at least \$300.00.

**What are your legal rights and options?** You have three options. First, if you do nothing, you will receive a payment of at least \$300.00 and will release any claim(s) that you have against Defendant under Section 1681k(a) of the FCRA. You will not release any other claims. Second, if you exclude yourself from the settlement, you will neither receive a share of the settlement

fund, nor release any claim(s) that you may have against Defendant. Third, you may object to the settlement. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit [www.shekarsettlement.com](http://www.shekarsettlement.com), contact the settlement administrator by writing to: *Shekar* Settlement Administrator, c/o \_\_\_\_\_ or call Class Counsel at 877-735-8600 and mention the *Shekar* Class Action Settlement.

**When is the final fairness hearing?** The Court will hold a final fairness hearing on \_\_\_\_\_, 2021, at \_\_\_\_\_ in the United States District Court for the Eastern District of Wisconsin, located at 517 E. Wisconsin Ave., Milwaukee, Wisconsin, before the Honorable Lynn Adelman. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will also hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision or continue the hearing.

# Exhibit C

**What is this lawsuit about?** Kiran Kumar Chandra Shekar (“Shekar”) filed this lawsuit, alleging that Accurate Background, LLC (“Defendant”) violated the federal Fair Credit Reporting Act (“FCRA”) by failing to notify you that it was providing public record information about you in a background report for employment purposes at the time it created the report. Defendant denies all the allegations in the lawsuit. The parties have agreed to a settlement.

**Why did you receive this notice?** Based on Defendant’s records, you are a member of the following class, which the Court certified on July 24, 2020: during the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose disputes resulted in a correction to the description of the charge level.

**What does the settlement provide?** Defendant will establish a \$474,200.00 settlement fund. The settlement fund will provide (1) a payment to each class member; (2) subject to the Court’s approval, an award of attorneys’ fees, costs, and expenses of \$314,300.00, which includes the cost of settlement notice and administration; and (3) subject to the Court’s approval, an individual settlement and service award to Shekar of \$30,000.00 in connection with a broader, full release of all claims. Class Counsel estimates that the amount of each class member payment will be at least \$300.00.

**What are your legal rights and options?** You have three options. First, if you do nothing, you will receive a payment of at least \$300.00 and will release any claim(s) that you have against Defendant under Section 1681k(a) of the FCRA. You will not release any other claims. Second, if you exclude yourself from the settlement, you will neither receive a share of the settlement fund, nor release any claim(s) that you may have against Defendant. Third, you may object to the settlement. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit [www.shekarsettlement.com](http://www.shekarsettlement.com), contact the settlement administrator by writing to: *Shekar* Settlement Administrator, c/o \_\_\_\_\_ or call Class Counsel at 877-735-8600 and mention the *Shekar* Class Action Settlement.

**When is the final fairness hearing?** The Court will hold a final fairness hearing on \_\_\_\_\_, 2021, at \_\_\_\_\_ in the United States District Court for the Eastern District of Wisconsin, located at 517 E. Wisconsin Ave., Milwaukee, Wisconsin, before the Honorable Lynn Adelman. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will also hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision or continue the hearing.

**Front Inside**

**This is a notice of a settlement of a class action lawsuit. This is not a notice of a lawsuit against you.**

**You are entitled to compensation as a result of the settlement in the class action lawsuit captioned:**

*Kiran Kumar Chandra Shekar v. Accurate Background, LLC*  
No. 2:17-cv-00585-LA (E.D. Wis.)

**A federal court authorized this notice. This is not a solicitation from a lawyer.**

**Please read this notice carefully. It summarizes your rights and options to participate in a proposed class action settlement.**

**Shekar v. Accurate Background, Inc.**  
c/o \_\_\_\_\_  
[address]

Please Affix Postage Here

*Bar Code to Be Placed Here*

Postal Service: Please do not mark Barcode

**Front Outside**

**ADDRESS SERVICE REQUESTED**

CLAIM ID: << ID >>  
<<Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip>>

# Exhibit D

**This is a notice of a settlement of a class action lawsuit.  
This is not a notice of a lawsuit against you.**

**You are entitled to compensation as a result of the settlement in the  
class action lawsuit captioned:**

*Kiran Kumar Chandra Shekar v. Accurate Background, LLC*  
No. 2:17-cv-00585-LA (E.D. Wis.)

**A federal court authorized this notice.  
This is not a solicitation from a lawyer.**

**Please read this notice carefully.  
It explains your rights and options to participate in a class action  
settlement.**

**What are your legal rights and options?**

<b>DO NOTHING:</b>	If you do nothing, you will receive a settlement award and certain other benefits and will release any claim(s) that you have against Defendant related to this case.
<b>EXCLUDE YOURSELF:</b>	If you exclude yourself from the settlement, you will not receive a settlement award or other benefits, and you will not release any claims you may have against Defendant.
<b>OBJECT:</b>	You may object to the settlement.

**Why is this notice available?**

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit, which Kiran Kumar Chandra Shekar (“Shekar”) filed against Accurate Background, LLC (“Defendant”). Please read this notice carefully. It explains the lawsuit, the settlement and your legal rights, including the process for receiving a settlement check and other benefits, excluding yourself from the settlement or objecting to the settlement.

**What is this lawsuit about?**

Shekar filed this lawsuit against Defendant, alleging that Defendant violated the federal Fair Credit Reporting Act (“FCRA”) by failing to either: (1) notify the consumer of the fact that adverse public record information was being reported at the time the public record information was reported to the user of the consumer report, together with the name and address of the person to whom such information was being reported; or (2) maintain strict procedures designed to insure that whenever public record information that is likely to have an adverse effect on a consumer’s ability to obtain employment is reported, that information is complete and up-to-date.



### **Why is this a class action?**

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

### **Why is there a settlement?**

Shekar, on the one hand, and Defendant, on the other, have agreed to settle the lawsuit to avoid the time, risk and expense associated with it, and to achieve a final resolution of the disputed claims. Defendant denies any wrongdoing whatsoever, denies any liability under the FCRA, and denies that class certification would have been appropriate if this case had not been resolved. Under the settlement, participating class members will obtain a payment in settlement of the claims raised in the lawsuit. Shekar and his attorneys think the settlement is best for all class members.

### **How do you know if your claims are included in the settlement?**

This settlement resolves claims on behalf of the following class:

During the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose disputes resulted in a correction to the description of the charge level.

Based on Defendant’s records, you are a Settlement Class Member.

### **What does the settlement provide?**

Defendant will establish a settlement fund in the amount of \$474,200. Out of the settlement fund, Defendant will pay:

- a. Compensation to Settlement Class Members of approximately \$300 each;
- b. A Service Award to the Class Representative of \$1,500, subject to the Court’s approval;
- c. Notice and Administration Costs incurred by Class Counsel, estimated to be \$11,500;
- d. An award of attorneys’ fees in the amount of \$314,000, subject to the Court’s approval;

- e. Costs and expenses incurred in litigating this matter, not to exceed \$41,000, subject to the Court's approval; and
- f. An individual settlement payment to Shekar in the amount of \$28,500, subject to the Court's approval.

Class Counsel will pay the cost of settlement notice and administration. Class Counsel estimates that the amount of each Class Member Payment will be approximately \$300.00. Any remaining monies from uncashed payments will be donated to a *cy pres* recipient.

### **How can you get a payment?**

Unless you opt out of the settlement, you will receive a payment.

### **When will you be paid?**

If the Court grants final approval of the settlement, settlement checks will be mailed to class members no later than 45 days after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

### **What rights are you giving up in this settlement?**

Unless you exclude yourself from the settlement, you will be considered a Settlement Class Member, which means you give up your right to sue or continue a lawsuit against Defendant over the released claims. This is called a "release." Unless you formally exclude yourself from the settlement, you will release your claims against Defendant.

For more information on the release, released parties and released claims, you may obtain a copy of the class action settlement agreement from the settlement website, [www.shekarsettlement.com](http://www.shekarsettlement.com).

### **How can you exclude yourself from the settlement?**

You may exclude yourself from the settlement, in which case you will not receive a payment. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the settlement administrator, at the addresses set forth below, **postmarked by [date], 2021**. You must include in your request for exclusion your:

- a. Full name;
- b. Address; and
- c. A clear and unambiguous statement that you wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the *Shekar* action."

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of a power of attorney or other official document authorizing that signature.

**When and where will the Court decide whether to approve the settlement?**

The Court will hold a final fairness hearing on **[Month] [day], 2021, at [time]**. The hearing will take place in the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Avenue, Milwaukee, Wisconsin, before the Honorable Lynn Adelman. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will also hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision or continue the hearing.

**Do you have to attend the hearing?**

No. You are not required to attend the hearing. But you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class settlement. Once you have excluded yourself, the class settlement does not affect your legal rights.

**What if you want to object to the settlement?**

If you do not exclude yourself from the settlement, you can object to the settlement if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by **[date], 2021**, to Class Counsel, Defendant’s attorneys, and to the Court, at the following addresses:

<u>Class Counsel:</u> Francis Mailman Soumilas, P.C. James A. Francis John Soumilas Jordan M. Sartell 1600 Market Street, Suite 2510 Philadelphia, PA 19103	<u>Defendant’s Counsel:</u> Seyfarth Shaw LLP John W. Drury Pamela Q. Devata 233 South Wacker Drive Suite 8000 Chicago, IL 60606	<u>Court:</u> U.S. District Court for the Eastern District of Wisconsin 517 E. Wisconsin Avenue Room 364 Milwaukee, WI 53202
---	--	--

SmithMarco, P.C.  
Larry P. Smith  
55 W. Monroe St., Suite 1200  
Chicago, IL 60603

You must include in your objection your:

- a. Full name;
- b. Address;
- c. A statement of the specific objection(s);
- d. The grounds for the objection(s); and
- e. A statement noting whether you intend to appear at the fairness hearing.

### **By when must you enter an appearance?**

Any class member who objects to the settlement and wishes to enter an appearance must do so by **[date], 2021**. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon Class Counsel and Defendant's attorneys, at the above addresses.

### **What will happen if the Court does not approve the settlement?**

If the Court does not finally approve the settlement or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits and the lawsuit will continue.

### **Who are the attorneys for Shekar?**

Shekar's attorneys are:

James A. Francis  
John Soumilas  
Jordan M. Sartell  
Francis Mailman Soumilas, P.C.  
1600 Market Street, Suite 2510  
Philadelphia, PA 19103  
Tel: (215) 735-8600  
Fax: (215) 940-8000

Larry P. Smith  
SmithMarco, P.C.  
55 W. Monroe St., Suite 1200  
Chicago, IL 60603  
Tel: (312) 324-3532  
Fax: (888) 418-1277

The Court has appointed these attorneys to act as Class Counsel. You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in Court for you in this case, you must hire one at your own expense.

### **Who are Defendant's attorneys?**

Defendant's attorneys are:

Pamela Q. Devata  
John W. Drury  
Seyfarth Shaw LLP  
233 South Wacker Drive, Suite 8000  
Chicago, IL 60606  
Tel: (312) 460-5000  
Fax: (312) 460-7000

### **Where can you get additional information?**

This notice is only a summary of the settlement. All documents filed with the Court, including the full class action settlement agreement, may be reviewed or copied at the United States District Court for the Eastern District of Wisconsin. In addition, pertinent case materials are available at the settlement web site, **[www.shekarsettlement.com](http://www.shekarsettlement.com)**.

If you would like additional information about this matter, please contact:

***Shekar v. Accurate Background, LLC -- Class Counsel***  
**c/o Francis Mailman Soumilas, P.C.**  
**1600 Market Street, Suite 2510**  
**Philadelphia, PA 19103**  
**Tel: (215) 735-8600**  
**Fax: (215) 940-8000**

Please do not call the Judge about this case. Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, neither Defendant nor Defendant's attorneys represent you, and they cannot give you legal advice.

# Exhibit E

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

**KIRAN KUMAR CHANDRA SHEKAR**, on  
behalf of himself and all others similarly  
situated,

*Plaintiff,*

vs.

**ACCURATE BACKGROUND, INC.**,

*Defendant.*

No. 2:17-cv-00585-LA

**[PROPOSED] FINAL  
APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement with Defendant Accurate Background, LLC, the Court having considered all papers filed and arguments made with respect to the Settlement, the Court finds that:

1. The class defined in the Settlement Agreement<sup>1</sup> (the "Settlement Class") is coextensive with the class certified by the Court on July 24, 2020, see ECF 63, and thus satisfies the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Settlement Class, the claims of the Class Representative are typical of the claims of the Settlement Class, and the Class Representative will fairly and adequately protect the interests of the Settlement Class, common questions of law and fact predominate over any questions affecting only

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Settlement Agreement, ECF \_\_\_\_.

individual Settlement Class Members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Order Directing Notice. ECF \_\_\_\_\_. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Rule 23(e) and due process.

3. The Settlement Administrator has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials and finds that the notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative.

5. The Class Representative and Class Counsel, Francis Mailman Soumilas, P.C. and SmithMarco, PC have adequately represented the Settlement Class.

6. The relief provided for the Settlement Classes is adequate, taking into account the costs, risks, and delay of trial and appeal; the effectiveness of the proposed method of providing Class Member Payments, and the terms of the proposed award of attorneys' fees and costs, including timing of payment.

7. The proposed settlement treats Settlement Class Members equally.

8. The persons listed on Exhibit A hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Order Directing Notice.



9. The parties and each Settlement Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

10. It is in the best interests of the parties and Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Person which in any way relates to the applicability or scope of the Settlement Agreement or the Final Approval Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

11. This action is a class action against Defendant on behalf of the Settlement Class:

During the period beginning April 25, 2015 and continuing to November 15, 2018, all natural persons residing in the United States and its Territories: (i) about whom Defendant furnished a consumer report for employment purposes, (ii) whose report contained one or more items of criminal record information, (iii) to whom Defendant did not send any notice under FCRA section 1681k(a)(1) at the time it furnished the report, (iv) who disputed the description of the charge level of the criminal record included on the report, and (v) whose disputes resulted in a correction to the description of the charge level.

12. The Settlement Agreement submitted by the parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Classes and the parties are directed to consummate the Settlement Agreement in accordance with its terms.

13. This action is hereby dismissed on the merits in its entirety, and with prejudice to the claims of the Settlement Class and Shekar's individual claims, and without costs.

14. As agreed by the parties, upon the Effective Date, Defendant and the Released Parties shall be released from the Released Claims in accordance with the terms of the Settlement Agreement.

15. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Classes for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Class members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

16. Upon consideration of Class Counsel's application for fees and reimbursement of expenses, the Court shall enter a separate Order awarding reasonable fees and expenses in an amount to be set forth in that Order.

17. Upon consideration of the application for an individual settlement and service award, the Class Representative, Kiran Kumar Chandra Shekar, is awarded the sum of Thirty Thousand Dollars (\$30,000.00) in consideration of his individual claims against the Defendant and for the valuable service he has performed for and on behalf of the Settlement Class.

18. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

BY THE COURT:

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HON. LYNN ADELMAN  
United States District Judge

Dated: \_\_\_\_\_

# Exhibit F

Opt Out Requests – *Shekar v. Accurate Background* Settlement Administrator  
[Address]  
[City, State ZIP]

Re: Settlement in *Shekar v. Accurate Background, Inc.*, No. 2:17-cv-00585-LA

Dear Settlement Administrator:

I have received notification of the class action settlement in *Shekar v. Accurate Background, Inc.* I wish to exclude myself from the settlement. My personal details are as follows:

Full Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]