

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

DWAYNE BALLARD,
On behalf of himself and all others
similarly situated,

Plaintiff,

vs.

THE KENAN ADVANTAGE GROUP,
INC., et al.,

Defendants.

CASE NO. 5:20-cv-1042

**MAGISTRATE JUDGE KATHLEEN
B. BURKE**

STIPULATION OF SETTLEMENT

This matter is before this Court for approval of the terms and conditions of a Stipulation of Settlement made and entered into on May 28, 2021, by and among Named Plaintiff, Dwayne Ballard (“Ballard” or “Named Plaintiff”), on behalf of himself and the Class Members (as defined below), and Defendant The Kenan Advantage Group, Inc. (“KAG” or “Defendant”) (Ballard and KAG are collectively referred to as the “Parties”) (“Stipulation” or “Stipulation of Settlement”). This Stipulation is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof and subject to the Court’s approval.

I. THE FAIR CREDIT REPORTING ACT LITIGATION CLAIMS

On October 17, 2018, Ballard filed a lawsuit in the Superior Court of the State of California, County of Los Angeles, styled *Dwayne Ballard v. The Kenan Advantage Group, Inc., et al.*, Case

No. 18STCV01633. The case was removed to the United States District Court for the Central District of California on November 29, 2018, and later transferred to the United States District Court for the Northern District of Ohio, and styled *Dwayne Ballard v. The Kenan Advantage Group, Inc., et al.*, Case No. 5:20-cv-1042 (“Civil Action”). The Civil Action alleges that KAG violated the following provisions of the federal Fair Credit Reporting Act:

- 15 U.S.C. § 1681b(b)(2)(B) by failing to advise the applicant orally, in writing, or by electronic means of his right to a free copy of the report within 60 days, and his report to dispute the accuracy or completeness of the report directly with the consumer reporting agency before procuring a consumer report; and
- 15 U.S.C. § 1681b(b)(3)(B) by failing to provide adverse action notice to truck driving applicants within 3 days of KAG taking adverse action based in whole or in part on information contained in a consumer report.

The Civil Action seeks to recover statutory damages per consumer between \$100.00 and \$1,000.00, together with punitive damages, and attorneys’ fees and costs. Ballard and putative Class Members are represented by Matthew A. Dooley and Stephen M. Bosak, Jr. of O’Toole, McLaughlin, Dooley & Pecora, Co., LPA and Justin Kachadoorian, Alexandria R. Kachadoorian and Anthony J. Orshansky of CounselOne, PC (“Class Counsel”). KAG is represented by Rod M. Fliegel, Chad J. Kaldor, and John W. Hofstetter of Littler Mendelson, P.C. and Michael A. Curley and Patricia A. McCausland of Curley Hurtgen & Johnsrud, LLP (“Defense Counsel”). At all relevant times, KAG has denied any wrongdoing in the Civil Action.

Following the filing of the Civil Action, the Parties engaged in formal discovery, through which KAG provided Class Counsel with information concerning the applicants who were the subject of consumer reports during the Class Period and the documents used by KAG to obtain applicants’ consumer reports. Class Counsel deposed KAG’s corporate representative, and Defense Counsel deposed Ballard. The Parties participated in two (2) mediations: the first on May

14, 2019 before Jill R. Sperber, and the second on March 12, 2021 before Judge Diane M. Welsh (Ret.). Although the Parties were unable to resolve the dispute during mediation, they continued to work with Judge Welsh to ultimately reach the resolution described below. On May 28, 2021, the Parties executed a Memorandum of Understanding (the “MOU”), which memorialized the material terms of the Settlement. The Parties specifically incorporate the terms of the MOU, attached as Exhibit A, into this Stipulation of Settlement. To the extent that anything in the MOU conflicts with anything in this Stipulation of Settlement, the MOU shall control, except where specifically stated otherwise.

II. KAG’S DENIAL OF WRONGDOING AND LIABILITY

KAG denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Civil Action. KAG believes that the claims asserted in the Civil Action are without merit and that, if the case did not settle, it would prevail at trial. Notwithstanding the denial of wrongdoing, KAG has concluded that continuing to litigate the Civil Action would be protracted and expensive and has also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Civil Action. KAG has determined that it is desirable and beneficial to the company and its current shareholders and other stakeholders that the Civil Action be settled in the manner and on the terms and conditions set forth in this Stipulation.

III. CLAIMS OF CLASS MEMBERS AND BENEFITS OF SETTLEMENT

Ballard believes that the claims asserted in the Civil Action have merit and that, if the case did not settle, he would prevail at trial. However, Ballard and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Civil Action against KAG through trial and through appeals. Ballard and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, including proceedings involving class certification. Ballard and Class Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits on the Settlement Classes (as defined below) and is fair, reasonable, and adequate, and in the best interests of Ballard and the Settlement Classes.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective attorneys, that, subject to the approval of the Court, the Civil Action and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Civil Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Stipulation as follows:

1. Definitions

1.1 “Attorneys’ Fees” and “Attorneys’ Expenses” respectively refer to Class Counsel’s attorneys’ fees and expenses as approved by the Court.

1.2 The “Bar Date” is the date that is 30 calendar days from the date that the Settlement Administrator sends the Class Notice to a Class Member.

1.3 “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*

1.4 “CAFA Notice” means the notice required by CAFA.

1.5 “Claim Form” refers to the form that members of the Adverse Action Class must submit to receive a Settlement payment, as approved by the Court. The proposed Claim Form is attached hereto as Exhibit H.

1.6 “Class Counsel” means Matthew A. Dooley and Stephen M. Bosak of O’Toole, McLaughlin, Dooley & Pecora, Co., LPA and Justin Kachadoorian, Alexandria R. Kachadoorian and Anthony J. Orshansky of CounselOne, PC.

1.7 “Class Member(s)” means any member(s) of Preliminary Settlement Classes and Settlement Classes, but specifically does not include those individuals who timely opt-out of the Settlement.

1.8 “Class Notice(s)” means the form(s) of notice(s) to be provided to the Preliminary Settlement Classes after preliminary approval of this Stipulation by the Court, as further described in Section 4.1, and include the Adverse Action Class Notice and the Disclosure Class Notice. The “Adverse Action Class Notice” refers to the form of notice that will be provided to Class Members within the Adverse Action Settlement Class and that includes a Claim Form. The “Disclosure Class Notice” refers to the form of notice that will be provided to Class Members within the Disclosure Settlement Class and not the Adverse Action Settlement Class.

1.9 “Class Period” means the period from October 17, 2016 to January 31, 2019.

1.10 The “Common Fund” is the highest possible amount that Defendant may be obligated to pay in this Settlement. It includes all possible payments to the Class Members, Settlement Administration Expenses, Attorneys’ Fees and Expenses, and the Service Award to Named Plaintiff.

1.11 “Consumer Report,” “Investigative Consumer Report” and “Consumer Reporting Agency” have the same meaning as they do in the FCRA and any state law equivalents. 15 U.S.C. § 1681a(d), (e), (f).

1.12 “Court” means the United States District Court for the Northern District of Ohio.

1.13 “Defendant” or “KAG” means The Kenan Advantage Group, Inc.

1.14 “Defense Counsel” means Rod M. Fliegel, Chad J. Kaldor, and John W. Hofstetter of Littler Mendelson, P.C. and Michael A. Curley and Patricia A. McCausland of Curley Hurtgen & Johnsrud, LLP

1.15 “Fairness Hearing” or “Final Approval Hearing” means the hearing at which the Court will consider final approval of this Stipulation and Settlement.

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

1.17 “Final Effective Date” means the date that is 30 days after the Final Judgment is entered, unless there are objections in which case the “Final Effective Date” means the date after the time to file any appeal (including any appeal relating to Class Counsel’s Attorneys’ Fees and any objections), request an extension of the time to appeal, or the final disposition of any appeal and final disposition of any further proceedings in the district court or appellate court has lapsed, whichever is later.

1.18 The “Final Payable Amount” is the amount KAG shall be responsible to pay for the Settlement as calculated by the Settlement Administrator by following the process set forth in Exhibit J.

1.19 “Judgment” means a judgment and order of dismissal entered by the Court in the Civil Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Stipulation. The “Judgement” shall become the “Final Judgment” on the date

on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, and when no further appeals are possible, including review by the United States Supreme Court.

1.20 “Named Plaintiff” or “Ballard” means Dwayne Ballard.

1.21 “Notice Order” means the order proposed and submitted by the Parties as set forth in Section 4.1.

1.22 “Parties” means Named Plaintiff and Defendant.

1.23 “Preliminary Settlement Classes” means the Disclosure Class and the Adverse Action Class described in Section 2.1.

1.24 “Released Claims” means all claims, including Unknown Claims, of any and every kind arising, in whole or in part, from or in any way related to Defendant’s procurement of Consumer Reports or Investigative Consumer Reports for employment purposes, regarding Named Plaintiff and the Class Members, based on the facts alleged in the Complaint, including all claims brought or that could have been brought under the Fair Credit Reporting Act for statutory, actual and punitive damages, all state equivalent laws (including but not limited to the California Investigative Consumer Reporting Agencies Act and California Credit Reporting Agencies Act (California Civil Code § 1786 et seq. and 1785 et seq., respectively)), express or implied breach of contract, tort, equity, unfair competition, or any other type of claim based on any federal, state or municipal statute, law, ordinance or regulation.

1.25 “Released Defendant” or “Released Parties” include all of the following: (i) Defendant, (ii) Defendant’s past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant, and (iii) the past, present and future shareholders, officers,

directors, members, agents, employees, independent contractors, vendors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii). The Released Parties, other than Defendant itself, are intended third party beneficiaries of the Parties' Settlement.

1.26 "Service Award" means the one-time payment Ballard seeks from the Common Fund for the time and resources he has put into representing the Class Members and as approved by the Court on Ballard's application discussed in Section 7.3.

1.27 "Settlement" means the terms and conditions of settlement as described in this Stipulation.

1.28 "Settlement Administrator" or "Administrator" refers to American Legal Claim Services, LLC, which the Parties have approved to administer the Settlement pursuant to this Stipulation and the orders of the Court.

1.29 "Settlement Administration Expenses" means the Settlement Administrator's total costs for providing notice and settlement administration. The Settlement Administration Expenses shall include the reasonable fees, costs, and expenses the Settlement Administrator incurred or is anticipated to incur in performing the services authorized in this Stipulation for all Court-approved tasks, including but not limited to: (a) sending to the putative class by email and/or mail all notices; (b) establishing a website by which members of the Adverse Action Class can submit claims online, ask questions of the administrator, and elect to receive payment electronically; (c) updating addresses for undeliverable mail and resending the notice; (d) collecting and validating Claim Forms; (e) monitoring and collecting any opt-outs or requests for exclusion; (f) reporting to the Parties regularly on the progress of the Settlement; (g) reporting to the Court, including preparation

of required declarations; (h) establishing a fund to distribute the Final Payable Amount; (i) making payments to members of the Settlement Classes, Named Plaintiff, and Class Counsel of Court-approved funds; (j) establishing live call center support and an IVR call center providing pre-recorded information regarding relevant topics; (k) issuing all required tax forms (e.g., 1099s) and providing all required tax reporting; and (l) submitting all CAFA Notices required by law.

1.30 “Settlement Classes” means the Disclosure Class and the Adverse Action Class once they are permanently certified on the Final Effective Date after Final Judgment becomes final.

1.31 “Termination Notice” shall have the meaning set forth in Section 8.4 below.

1.32 “Unknown Claims” means any Released Claims that Named Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant, which, if known by him, her, or it, might have affected his, her, or its Settlement with and release of the Released Defendant, or might have affected his, her, or its decision(s) with respect to the Settlement.

2. The Settlement

2.1 For the purposes of effectuating the Settlement only, Class Members and KAG agree jointly to request that the Court certify the following classes and subclasses:

a. The **Disclosure Class**, which includes:

All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a Consumer Report; and (3) whom Defendant did not hire.

b. The **Adverse Action Class**, which includes:

All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

2.2 On the Final Effective Date, the Preliminary Settlement Classes shall become the Settlement Classes, unless the Final Judgment does not become final. In the event the Settlement is not preliminarily and finally approved and implemented, or the Final Judgment does not become final, the Preliminary Settlement Classes are dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue of class certification will be decided *de novo*, and KAG is not precluded from challenging class certification.

2.3 KAG agrees that the maximum Common Fund it may be required to pay is Nine Hundred Thirty-Eight Thousand and Sixty-Eight Dollars and No Cents (\$938,068.00). KAG shall have no obligation under any circumstances whatsoever to pay any amount in excess of the Common Fund. KAG shall have no obligation to advance the Common Fund or the Final Payable Amount to the Settlement Administrator prior to the Final Effective Date.

2.4 From the Common Fund, the maximum gross amount of Four Hundred Ninety-Seven Thousand Five Hundred and Sixty-Eight Dollars (\$497,568.00) shall be allocated to

payments to the Disclosure Class. Members of the Disclosure Class do not have to submit a Claim Form to receive payment. After required deductions are made for Court-approved Settlement Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and the Service Award to Named Plaintiff, a net portion of this amount shall be distributed to the members of the Disclosure Class on a pro rata basis. *See* MOU, Addendum A.

2.5 From the Common Fund, the maximum gross amount of Four Hundred Thirty Thousand Five Hundred Dollars (\$430,500.00) shall be allocated to payments to the Adverse Action Class. To receive payment, members of the Adverse Action Class must submit a Claim Form. If fewer than 15% of the members of the Adverse Action Class submit a Claim Form, the Settlement Administrator will determine the difference between the total amount that would have been paid to the members of the Adverse Action Class if 15% of them had submitted a Claim Form, on the one hand, and the amount actually paid to the members of the Adverse Action Class based on all claims submitted, on the other (the "Differential Amount"). The Differential Amount shall be used to pay the Settlement Administration Expenses to the extent the actual cost exceeds the Administrator's May 4, 2021 estimate of Twenty Nine Thousand Nine Hundred and Ninety Three Dollars (\$29,993.00), and, if the Differential Amount is not thereby exhausted, sent to a mutually agreed upon *cy pres* recipient. *See* MOU, Addendum A.

2.6 KAG shall not be responsible to pay any sum of money except the Final Payable Amount, which encompasses all Class Member recoveries, Settlement Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and the Service Award (all subject to court approval). Following final approval of the Settlement, the actual net checks distributed to members in the Preliminary Settlement Classes shall be reduced *pro rata* to account for the payment of Settlement Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and the Service Award to Named

Plaintiff. If the Court approves an award of Attorneys' Fees less than \$312,689.00, these remaining funds shall be distributed to the Class Members on a *pro rata* basis.

2.7 Named Plaintiff shall seek to dismiss the Civil Action with prejudice within 10 calendar days of the Final Effective Date.

3. Release

3.1 Upon the Final Effective Date, each member of the Settlement Classes who has not opted out of the Settlement, and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants in the entirety, co-borrowers, agents, successors, assignees and assigns, and all those others who also claim through them or who assert claims on their behalf (including the government in its capacity as *parens patriae*) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties.

3.2 Upon the Final Effective Date, Ballard and each member of the Settlement Classes who has not opted out of the Settlement shall be permanently enjoined and barred from filing, commencing, prosecuting, intervening (as Class Members or otherwise) or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding arising from any of the Released Claims.

3.3 With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that, on the Effective Date, Ballard shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived the provisions, rights, and benefits conferred by California Civil Code § 1542

and any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

3.4 Ballard and the Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims, but Ballard and each Class Member shall expressly, upon the Effective Date, be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Class Members and Released Defendant shall be deemed by operation of the Final Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which these releases are a part.

3.5 Upon the Final Effective Date, the releases described in Sections 3.1–3.4 extend to the Consumer Reporting Agencies from whom Defendant procured Consumer Reports or Investigative Consumer Reports during the Class Period, but only to the extent that any such agencies are subject to potential claims or liability for providing Consumer Reports to Defendant in the absence of Defendant’s compliance with the FCRA (for example, and without limitation, 15 U.S.C. §§ 1681b(b)(1) and 1681d(d) and California Civil Code § 1786.12(e)). For the avoidance

of doubt, nothing herein shall be construed as a release of any claim against a Consumer Reporting Agency arising from an inaccurate, misleading or incomplete Consumer Report, or the Consumer Reporting Agency's investigation of a consumer's dispute.

4. Preliminary Approval and Settlement Administration

4.1 After execution of this Stipulation, Ballard shall apply, and KAG will not object, to the Court for preliminary approval of the Settlement set forth in this Stipulation. It is contemplated that this application will be filed contemporaneously with the Stipulation. Ballard shall submit to the Court the Stipulation, together with its Exhibits, and shall apply for entry of an order (the "Notice Order"), substantially in the form and content of Exhibit L, requesting, *inter alia*, (a) preliminary approval of the Settlement, (b) preliminary certification of the Preliminary Settlement Classes, (c) approval for the distribution of the Class Notices substantially in the form and content of Exhibits B (the Long-Form Disclosure Class Notice), C (the Long-Form Adverse Action Class Notice), D (the Disclosure Email Class Notice), E (the Adverse Action Email Class Notice), F (the Disclosure Postcard Class Notice), G (the Adverse Action Postcard Class Notice), and H (Claim Form), and (d) a time and date for the Fairness Hearing. Should the Court reject or materially alter the Parties' agreed upon Notice Order or Class Notices, then KAG will have the option to void the Settlement if the Parties are unable, after good faith negotiations, to agree on a form of Notice Order and Class Notices acceptable to the Court.

4.2 No later than 10 calendar days after the Court enters an order preliminarily approving the Settlement (the "Preliminary Approval Order"), Class Counsel will represent to Defense Counsel in a signed writing and under oath that Class Counsel does not represent any client other than Named Plaintiff with known claims or potential claims against Defendant. Class Counsel shall not represent any Class Member who wishes to opt out of the Settlement.

4.3 The Parties agree on the appointment of the Settlement Administrator to provide notice of the Settlement and Settlement administration. All Settlement Administration Expenses shall be paid from the Final Payable Amount directly to the Settlement Administrator, subject to court approval. The Settlement Administrator shall perform the following duties:

- a. Send the respective Class Notices by email to each Class Member within the Disclosure Class and Adverse Action Class for whom Defendant has an email address or, if an email address is unavailable, to any mailing address provided by Defendant;
- b. Skip trace and re-mail all returned, undelivered postal mail within 7 calendar days of receiving notice that the mailing was undeliverable;
- c. Establish a website posting information about the Settlement and allowing for the submission of electronic claims;
- d. Establish a live call center and an IVR call center providing pre-recorded information regarding relevant topics;
- e. Receive claims submitted by members of the Adverse Action Class and communicating with members of the Adverse Action Class to resolve curable deficiencies with their claims;
- f. Receive opt-outs and objections, if any, submitted by Class Members;
- g. Establish a fund for the deposit of the Settlement proceeds and deposit those funds into such account upon receipt;
- h. Coordinate with Defendant to research and/or investigate any disputes, challenges, or objections submitted by Class Members;
- i. Identify and report opt-outs;
- j. Prepare and timely circulate a declaration of responses;

- k. Prepare and timely circulate a declaration of compliance;
- l. Identify any Settlement checks that are not timely cashed in accordance with the terms of this Stipulation and provide such information to the Parties;
- m. Confirm to the Parties the payments to be remitted by the Settlement Administrator and mail or electronically deposit Settlement checks to the Class Members, as well as the checks for Attorneys' Fees, Attorneys' Expenses, and the Service Award to Named Plaintiff;
- n. Provide written confirmation to the Parties when the Class Notices have been sent pursuant to this Stipulation;
- o. Attempt to resolve any disagreement with Class Members, including requesting any information or assistance from Defendant or Class Counsel that the Settlement Administrator believes may assist in resolving the disagreement. Defendant's records shall be presumed to be correct, which may only be rebutted by evidence, including any documentary evidence, submitted by the Class Member;
- p. Issue all required tax forms (e.g., 1099s) and provide all required tax reporting;
- q. All such other tasks required by this Stipulation, as the Parties mutually agree or as the Court orders; and
- r. Serve all CAFA Notices on the appropriate federal and state officials no later than 10 days after the filing of this Stipulation with the Court, provided that half of the cost for providing such notice shall be paid directly to the Settlement Administrator by KAG, while the remaining half will be paid as part of the Settlement Administration Expenses.

4.4 The Parties agree that, within 14 calendar days after the Court enters the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator all the

following information (where readily available) about the Class Members in a format requested by the Settlement Administrator: (1) name; (2) email address and telephone number at the time a background report was requested; (3) the mailing address at the time a background check was requested; and (4) social security number. The Settlement Administrator will not divulge this class list or information on this list to Class Counsel or any other attorney representing Named Plaintiff in the Civil Action, other than the number of Class Members. The Settlement Administrator will keep the list strictly confidential, use it only for the purposes described herein, and take adequate safeguards to protect confidential or private information. Should the Settlement Administrator receive questions or inquiries from Class Members regarding the Settlement, the Settlement Administrator shall, in the first instance, refer the Class Members to the Class Notice that applies to the inquiring Class Members. If there are subsequent questions or inquiries from the same Class Members, seeking information that is outside the scope of the applicable Class Notice, the Settlement Administrator shall refer such Class Members to Class Counsel. Before mailing any notices sent by First-Class U.S. Mail, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes.

4.5 Within 21 calendar days after receipt of the class data list by the Settlement Administrator, the Settlement Administrator shall email each Class Member the applicable Class Notice or, if no email address is known, mail such Class Member the applicable Class Notice. The website created by the Settlement Administrator for this case will include a facility for the electronic submission of claims.

4.6 Any mailed Class Notice returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned Class Notice within 7 calendar

days of receiving notice that a Class Notice was undeliverable. If no forwarding address appears on the Class Notice, then the Settlement Administrator shall perform a skip-trace on the Class Member and mail the Class Notice to any current address found thereby within 7 calendar days of receiving notice that a Class Notice was undeliverable. A returned Class Notice will be re-sent only once by the Settlement Administrator. That Class Member will then have until the Bar Date (as defined in Section 4.7) or 10 calendar days after the Class Notice is re-mailed, whichever is later, to submit his or her Claim Form (if the Class Member is a member of the Adverse Action Class), opt-out, or object to the Settlement. Upon completion of these steps by the Settlement Administrator, Defendant shall be deemed to have satisfied its obligation to provide the Class Notice to Class Members.

4.7 To receive a Settlement payment, members of the Disclosure Class do not have to submit a Claim Form. To receive a Settlement payment, members of the Adverse Action Class must submit a signed, complete, valid, and timely Claim Form either electronically on the website created by the Settlement Administrator for this Settlement, by email to the email address maintained by the Settlement Administrator for receiving Claim Forms, or by mailing a Claim Form to the Settlement Administrator and must not opt-out of the Settlement (“Authorized Claimants”). Subject to court approval, each Class Member shall have 30 calendar days from the date that the Settlement Administrator sends the Class Notice to him or her, referred to herein as the “Bar Date,” to submit a claim, opt out, or object to the Settlement. Any opt outs submitted after the Bar Date will not be honored.

4.8 Class Members wishing to opt out of the Settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes (a) their full name, (b) the last four digits of their social security number, and (c) a clear statement communicating that they elect to be

excluded from the Settlement Classes, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; and (d) the case name and case number. Class Members must opt-out of the Settlement individually. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members where no personal statement has been signed by each and every individual Class Member, are not allowed and will have no force or effect in the Civil Action. Any opt-out must be postmarked on or before the Bar Date. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an opt-out has been timely submitted. Members of the Settlement Classes who fail to submit valid and timely opt-outs on or before the Bar Date shall be bound by all terms of this Settlement and the Final Judgment. Any member of the Settlement Classes who submits a timely opt-out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Stipulation. No later than 12 calendar days after the Bar Date, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of the Class Members who have effectively opted out of the Settlement together with copies of the opt-out requests. The Settlement Administrator shall have authority to resolve, in good faith, any disputes regarding the validity or timeliness of an opt-out to the Settlement. No person shall have any claim against Defendant, Defense Counsel, Named Plaintiff, Class Counsel, the Settlement Classes, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Stipulation. This provision does not affect or limit in any way the right of review by the Court or referee of any disputed Claim Forms as provided in this Stipulation.

4.9 If a total of two percent (2%) or more of the Class Members timely opt out of the Settlement, Defendant may, but is not required to, elect to void this Stipulation within 14 calendar

days after notification by the Settlement Administrator of the number and identity of the total number of opt-out requests. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Stipulation for failure to satisfy a condition of Settlement, and the Joint Stipulation shall become null and *void ab initio* and have no further force or effect. In such event, Defendant will remain obligated to fund the Common Fund sufficiently to cover the reasonable and approved costs of the Class Notices and administration up through the date of withdrawal. If Defendant terminates the Stipulation, or the Court denies final approval of the Settlement, the Parties agree to file a joint stipulation to resume litigation of the Civil Action.

4.10 Class Members who do not effectively opt out of the Settlement as provided herein may object to the terms of the Settlement and participate at the Final Approval Hearing described in Section 5.1. Class Members seeking to file a written objection to the terms of the Settlement must submit the written objection to the Settlement Administrator and/or file it with the Court and provide notice to all counsel identified in Sections 1.6 and 1.14 no later than 35 calendar days after the original date on which the Settlement Administrator emails or mails the initial notice. Written objections must be signed by the objector and must include (1) the name of the Civil Action and case number, “*Dwayne Ballard v. The Kenan Advantage Group, Inc.*, Civil Action No. 5:20-cv-1042;” (2) the objector’s name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Class Member; (4) the grounds for the objection, including supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Class Members who fail to submit or

file and serve a timely written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from objecting to the terms of the Settlement unless otherwise ordered by the Court. Any interested party can file a reply to any objection to the Settlement no later than 5 court days before the Final Approval Hearing, or as otherwise directed by the Court. To the extent a timely objection is withdrawn before final approval, such an objection shall be treated as though no objection has been made.

4.11 Members of the Adverse Action Class who do not submit a signed, complete, valid, and timely Claim Form will not be entitled to any payments from the portion of the Common Fund allocated to the Adverse Action Class, but will still be eligible for payment as a member of the Disclosure Class and otherwise will be bound by the terms of this Settlement. The deadline to submit claims shall be conspicuously stated on the Class Notices and posted on the Settlement Administrator's website for this Settlement. To be timely, a Claim Form must be postmarked by or before the Bar Date or submitted electronically by 11:59:59 p.m. on the Bar Date. It shall be conclusively presumed that, if a Claim Form is not electronically submitted or postmarked on or before the Bar Date, the Class Member did not return the Claim Form in a timely manner. Notwithstanding the foregoing, however, Class Counsel and counsel for Defendant shall confer to determine whether to permit distribution to members of the Adverse Action Class for any Claim Form received after the Bar Date.

4.12 Upon receipt of any Claim Form on or before the Bar Date, the Settlement Administrator shall review the Claim Form to verify the information contained therein, to identify any concerns about a fraudulent Claim Form or deficiencies, and to determine the eligibility of the person submitting the Claim Form to receive a Settlement payment. In the event that a Claim Form is defective or incomplete, the Settlement Administrator shall follow the process specified below

in Section 4.13. In the event the Settlement Administrator is unclear whether a deficiency exists with a Claim Form, the Settlement Administrator shall send (via email) to Class Counsel and Defense Counsel a copy of the Claim Form to be reviewed. The Parties agree to work in good faith to determine whether the Claim Form should be deemed valid or deficient.

4.13 Claim Forms that do not meet the requirements set forth in the Claim Form instructions shall be rejected. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine (in accordance with this Stipulation and the Settlement Administration Protocol) the extent, if any, to which the claim shall be allowed. The Settlement Administrator will give notice to the member of the Adverse Action Class of the deficiency and 7 calendar days to respond to any such deficiency. Where a good faith basis exists, the Settlement Administrator may reject a member of the Adverse Action Class' Claim Form for, among other reasons (including those set forth in the "Settlement Administration Protocol," attached hereto as Exhibit I), the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The person submitting the Claim Form is not a member of the Adverse Action Class;
- d. The Claim Form is fraudulent;
- e. The Claim Form is duplicative of another Claim Form;
- f. The person submitting the Claim Form requests that payment be made to a person or entity other than the member of the Adverse Action Class for whom the Claim Form is submitted;
- g. Failure to submit a Claim Form by the Bar Date; and/or

h. The Claim Form otherwise does not meet the requirements of this Stipulation.

4.14 Claim Forms that do not meet the terms and conditions of this Stipulation, after the member of the Adverse Action Class has been notified of the deficiency and given 7 calendar days to correct it, shall be promptly rejected by the Settlement Administrator. The Settlement Administrator shall have 7 calendar days from the Bar Date or, in the case of a deficient Claim Form, 7 calendar days from the deadline for the member of the Adverse Action Class to respond to the deficiency, to exercise the right of rejection. The Settlement Administrator shall use the contact information provided in the Claim Form to notify the member of the Adverse Action Class of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to members of the Adverse Action Class. If any member of the Adverse Action Class whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the member of the Adverse Action Class must, within 10 calendar days from receipt of the rejection, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the Claim Form. If Class Counsel and Defense Counsel cannot agree on a resolution of the member of the Adverse Action Class' notice contesting the rejection, the disputed Claim Form shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

4.15 Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall provide Class Counsel and Defense Counsel a declaration containing information for seeking final approval of the Stipulation, which

shall include, inter alia: confirmation that the applicable Class Notices and related forms were emailed and/or mailed to all Class Members as required by this Stipulation; the date(s) the applicable Class Notices and related forms were emailed; the number of instances the Class Notices were emailed; the number of instances the Class Notices were undeliverable by email; the date(s) the Class Notice was mailed; the number of instances the Class Notice was mailed; the number of instances the Class Notice was undeliverable mail; and the number of valid Claim Forms submitted, the number of opt-out requests, and objections, as well as any additional information Class Counsel deems appropriate to provide to the Court.

4.16 Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall promptly provide a written report to Defense Counsel and Class Counsel of the Final Payable Amount, including the total number of Authorized Claimants, the total amount to be distributed to the Authorized Claimants, the pro rata amount each Class Member will receive, and the amount of Settlement Administration Expenses. The Settlement Administrator shall determine these amounts by following the process outlined in Exhibit J, which modifies and supersedes Addendum A to the MOU.¹ After receiving the Settlement Administrator's report, Class Counsel and Defense Counsel shall jointly review the same to determine if the calculation of payments to Authorized Claimants is consistent with this Stipulation and shall notify the Settlement Administrator and opposing counsel of any inconsistencies within 5 business days of receiving the Settlement Administrator's initial report.

¹ This change was necessary because there are more individuals within the Adverse Action Class definition than anticipated when the MOU was signed.

4.17 Within 14 calendar days after the Final Effective Date, Defendant shall make a wire transfer to an account created by the Settlement Administrator in an amount equal to the Final Payable Amount.

4.18 The following administrative requirements also apply:

a. The checks that the Settlement Administrator issues to Class Members from the Final Payable Amount shall be valid for 60 calendar days. To the extent any check is not deposited or cashed within 60 calendar days, that amount shall be remitted to a *cy pres* recipient approved by the Court.

b. Provided the Settlement Administrator has first received an executed IRS W-9 form from Named Plaintiff, the Settlement Administrator shall distribute the Court-approved Service Award to Named Plaintiff within 14 calendar days after receipt of the Final Payable Amount.

c. Provided the Settlement Administrator has first received an executed IRS Form W-9 from Class Counsel, and subject to court approval, payment of Class Counsel's Attorneys' Fees and Attorneys' Expenses shall be made by wire transfer by the Settlement Administrator to an account Class Counsel designates within 14 calendar days after receipt of the Final Payable Amount, provided Class Counsel first provides the Settlement Administrator the requisite wire transfer instructions. Upon payment of Class Counsel's Attorneys' Fees and Expenses, Defendant shall have no other payment obligations owed to Class Counsel relating to this case for any amount, individually or collectively, directly or indirectly, unless ordered by the Court, including, by way of example and not by limitation, a motion to enforce the terms of this Stipulation. Defendant reserves the right to oppose any fee request made in connection with any

efforts to enforce the terms of this Stipulation, including, but not limited to, any motion to enforce the terms of this Stipulation.

4.19 Defendant shall not be obligated to make any payments contemplated by this Stipulation unless and until the Court enters the Final Approval Order and Final Judgment, and after the Final Effective Date, and no amounts will be owed or payable until any appeals or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further appellate review of the Settlement is possible.

5. Final Approval Hearing, Notice, Order, and Judgment

5.1 Named Plaintiff will request, and Defendant will concur in the request, that, after a Final Approval Hearing, the Court enter a Final Approval Order and Judgment. Class Counsel shall draft the Final Approval Order and Judgment in a form that is consistent with this Stipulation, the Court's Order(s) and subject to Defense Counsel's prior review. Class Counsel shall provide Defense Counsel with a reasonable opportunity to review, and provide comments on, the Final Approval Order and Judgment of the Settlement at least 14 calendar days before the Motion and supporting papers are filed with the Court. Named Plaintiff shall timely file in advance of the Final Approval Hearing a Motion for Final Approval in the Civil Action requesting that the Court enter the Final Approval Order and Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Attorney Expenses;
- c. Approving the Service Award to Named Plaintiff;
- d. Approving the Settlement Administration Expenses;

e. Entering judgment permanently barring and enjoining the Class Members who did not effectively opt out from prosecuting against Defendant and the Released Parties any individual or class claims released herein upon satisfaction of all payments and obligations hereunder;

f. Directing that the Civil Action be dismissed with prejudice; and

g. Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Stipulation and the Final Judgment.

5.2 The Parties contemplate that the Court will hold a Final Approval Hearing at which the Court will approve, in final, the Stipulation, enter the Judgment, and make such other final rulings as are contemplated by this Stipulation. The date of the Final Approval Hearing shall be set by the Court and notice of such hearing shall be provided to the members of the Settlement Classes and in the Class Notices, although such hearing may be continued by the Court without further notice to members of the Settlement Classes, other than those who object. To allow for all the events set forth in this Stipulation to occur, the Parties shall request the Court schedule the Final Approval Hearing no sooner than 120 days after entering the Preliminary Approval Order, provided all contests to rejections and all deficiencies in Claim Forms have been resolved pursuant to Sections 4.13 and 4.14, and Defendant has been provided its right to terminate the Agreement, if applicable, pursuant to Sections 4.9 and 8.2. The Court may, in its discretion, schedule the Final Approval Hearing virtually due to the ongoing COVID-19 pandemic.

5.3 This Settlement will become effective on the Final Effective Date.

6. Administration and Supervision of the Settlement Fund

6.1 Class Counsel, by and through the Settlement Administrator, will oversee the Class Notices, class administration and distributions from the Final Payable Amount in accordance with

this Stipulation. On completion of the administration of the Settlement, Class Counsel shall provide or cause to be provided to the Court a final, written report on the administration of the Settlement and the Final Payable Amount. Defense Counsel shall have reasonable access to all documents and information relating to compliance and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement.

6.2 No person shall have any claim against Class Counsel based on the monetary payments made substantially in accordance with this Stipulation and the Settlement contained herein, or further order(s) of the Court.

7. Class Counsel's Attorney Fees, Reimbursement of Expenses and Payment of Additional Costs

7.1 The Settlement Administrator will pay all of the costs associated with the Class Notices and all other fees and costs associated with any and all of its responsibilities under this Stipulation using the Final Payable Amount.

7.2 Class Counsel shall make an application to the Court for an award of Attorneys' Fees of \$312,689.00 from the Common Fund. Class Counsel also shall make an application to the Court for reimbursement of Attorneys' Expenses not to exceed \$25,000.00 from the Common Fund. Class Counsel's application shall be filed 14 days prior to the Final Approval Hearing.

7.3 Ballard shall make an application to the Court for the Service Award in an amount not to exceed \$10,000.00. In exchange for this Service Award, Ballard agrees to a full release of any and all claims that he may have or had against KAG in the form attached as Exhibit K.

8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

8.1 The Parties estimate that the Disclosure Class consists of 10,366 individuals. The Parties estimate that Adverse Action Class consists of 1,572 individuals.

8.2 Ballard or KAG, at either of their sole discretion, shall each have the right to terminate the Settlement and this Stipulation, including dissolution of the Preliminary Settlement Classes, if any of the following conditions subsequently occurs (“Terminating Events”):

- a. The Court’s refusal to preliminarily or permanently approve this Stipulation or any material part of it;
- b. The Court requires a notice program in addition to or substantially different from that set forth herein;
- c. The Court orders KAG to pay Attorneys’ Fees, with respect to the Civil Action, greater than as provided in Section 7.2;
- d. The Court orders KAG to pay, with respect to the Civil Action, any amount above the Common Fund;
- e. The Court declines to enter the Final Judgment in any material respect; or
- f. The Final Judgment is reversed, vacated or modified in any material respect by the Sixth Circuit Court of Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

8.3 The failure of the Court or any appellate court to approve in full the request by Class Counsel for Attorneys’ Fees, Attorneys’ Expenses, the Service Award to Named Plaintiff, or any other expense or cost shall not be grounds for Ballard, any member of the Settlement Classes, or Class Counsel, to terminate this Stipulation.

8.4 If either party exercises their respective rights to terminate this Settlement and Stipulation, they shall terminate the Settlement and this Stipulation, including dissolving the Preliminary Settlement Classes, by delivering written notice of the electing party's election to do so ("Termination Notice") to all other parties hereto within 30 days of a Terminating Event or within 30 days of any event described in Section 8.2. If a Termination Notice is so provided, then the Settlement and this Stipulation shall be canceled and terminated unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Stipulation.

8.5 If the Settlement and this Stipulation are terminated as provided for herein, then: (a) this Stipulation shall be null and void and of no further force and effect, including voiding the Preliminary Settlement Classes; (b) the Parties shall be restored to their respective positions in the Civil Action immediately prior to the execution of this Stipulation; (c) this Stipulation shall not be used in the Civil Action or in any other proceeding for any purpose; and (d) any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

8.6 Upon the filing of the Stipulation with the Court and the Court's approval of this Stipulation, all proceedings shall be stayed until further order of the Court except such proceedings as may be necessary either to implement the Stipulation or to comply with or effectuate the terms of this Stipulation.

9. Miscellaneous Provisions

9.1 The Parties: (a) acknowledge that it is their intent to consummate this Stipulation, and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

9.2 KAG, Class Counsel, and/or Named Plaintiff shall not encourage any person to request exclusion from membership in the Settlement Classes, encourage any person to object to the Settlement, or discourage any person from participating in the distribution of the proceeds of the Settlement.

9.3 Named Plaintiff and Class Counsel acknowledge that they have diligently investigated Defendant's compliance with the FCRA, including: (i) Defendant's disclosures to prospective and current commercial truck driver employees that Consumer Reports may be obtained for employment purposes; and (ii) Defendant's "adverse action" policies and procedures. Named Plaintiff and Class Counsel acknowledge that their investigation included, but was not limited to, reviewing and analyzing: (i) documents produced by Defendant in formal discovery propounded by Named Plaintiff to Defendant in the Civil Action; (ii) detailed pre-mediation disclosures submitted by Defendant to Named Plaintiff prior to and during the mediations; and (iii) detailed documents and information produced to Named Plaintiff by Defendant's Consumer Reporting Agency vendors.

9.4 Class Counsel, on behalf of the Settlement Classes, is expressly authorized by Ballard to take all appropriate action required or permitted to be taken by the Settlement Classes pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into

any modifications or amendments to the Stipulation on behalf of the Settlement Classes which they deem appropriate.

9.5 This Stipulation shall be binding on, and inure to the benefit of, the successors and assigns of the Parties, unless it is vacated by the Court or terminated pursuant to Section 8.2.

9.6 Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (a) the validity of any Released Claim, or of any wrongdoing, liability or any violation of any statute, law or regulation of Released Defendant; or (b) the propriety of certifying a litigation class in the Civil Action, or any other proceeding. Nor shall the Stipulation or Settlement be used as an admission of, or evidence of, any fault or omission by the Released Defendant in any legal proceeding in any court, administrative agency or other tribunal. Released Defendant may file the Stipulation and/or the Final Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9.7 The Parties agree that no press release shall be issued regarding this Settlement. To the extent that any press inquiries are made to the Parties, any comment related to the Civil Action or its resolution shall be limited to a factual description of the terms of the Settlement and the remaining procedural steps necessary to secure final approval. Prior to the Final Effective Date, Class Counsel will not publicize, post on any website, or otherwise initiate public discussions of the Settlement outside of applications to the Court for approval.

9.8 The Released Defendant and Ballard agree that each has complied fully with the stricture of Rule 11 of the Federal Rules of Civil Procedure and the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*, and the Final Judgment will contain a statement to reflect this compliance.

9.9 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

9.10 This Stipulation and the Exhibits attached hereto constitute the entire agreement between the Parties and no representations, warranties or inducements have been made to any party concerning the Stipulation or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

9.11 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors in interest.

9.12 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Ohio and the rights and obligations of the Parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to the State's choice of law provisions.

9.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

9.14 The Parties and their counsel agree to use their best efforts to obtain court approval of this Stipulation.

9.15 Except for the Class Notices and the CAFA Notice, all notices or formal communications under this Stipulation shall be in writing and shall be given: (a) by hand delivery; (b) by registered or certified mail, return receipt requested, postage prepaid; or (c) by Federal Express or similar overnight courier to counsel for the party to whom notice is directed at the following addresses.

For Ballard and the Settlement Classes:

Matthew A. Dooley
Stephen M. Bosak
O'TOOLE, MCCLAUGHLIN, DOOLEY & PECORA CO., LPA
5455 Detroit Road
Sheffield Village, Ohio 44054

Anthony J. Orshansky
Alexandria R. Kachadoorian
Justin Kachadoorian
COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, CA 90210

For Released Defendant:

Rod M. Fliegel
LITTLER MENDELSON, P.C.
333 Bush Street
34th Floor
San Francisco, CA 94104

Michael A. Curley
CURLEY, HURTGEN & JOHNSRUD, LLC
1177 Avenue of the Americas
5th Floor
New York, NY 10036

9.16 This Stipulation is the entire, complete agreement of each and every term agreed to by Ballard and the Settlement Classes on the one hand and Defendant on the other hand. In entering into this Stipulation, Ballard and the Settlement Classes have not relied on any warranty or

representation not specifically set forth herein. This Stipulation may be amended or modified only by a written instrument signed by Class Counsel and Defense Counsel.

9.17 The headings in this Stipulation are for the convenience of the reader only and shall not affect the meaning or interpretation of this Stipulation.

9.18 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Stipulation shall continue in full force and effect without such provision, unless the deletion of such provision materially changes the terms or effect of this Stipulation.

9.19 None of the Parties to this Stipulation shall be considered to be the primary drafter of this Stipulation or any provision hereof for the purposes of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

9.20 The individuals signing this Stipulation on behalf of the Released Defendant represent that they are fully authorized to enter into, and to execute, this Stipulation. Class Counsel represent that they are fully authorized to conduct settlement negotiations on Ballard's behalf, and to enter into, and to execute, this Stipulation on behalf of the Settlement Classes, subject to court approval pursuant to Fed. R. Civ. P. 23(e). Ballard enters into and executes this Stipulation on behalf of himself, and as a representative of and on behalf of the Settlement Classes, subject to court approval pursuant to Fed. R. Civ. P. 23(e).

9.21 Each of the Parties has had an opportunity to receive, and has received, independent legal advice from his, her or its attorneys regarding the advisability of this proposed Settlement, and to answer any questions about the Settlement, and the legal consequences of this Stipulation, and fully understands and accepts the terms of this Stipulation.

9.22 Neither this Agreement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports of accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to KAG, including any evidence of a presumption, concession, indication or admission by KAG of any liability, fault, wrongdoing, omission, concession or damage. Nor shall this Agreement be disclosed, referred to, offered or received in evidence against KAG in any further proceeding in the Civil Action, or in any other civil, criminal, or administrative action or proceeding except for purposes of settling the Civil Action or enforcing the Settlement of the Civil Action.

9.23 Class Members shall be solely responsible for any and all taxes arising out of the payments under this Agreement.

9.24 Ballard, Class Counsel, and the Released Defendant may execute this Stipulation in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and electronic signatures shall be considered as valid signatures as of the date signed. This Stipulation shall not be deemed executed until signed by Ballard, Class Counsel, and authorized representatives of the Released Defendant.

Submitted and Stipulated by:

Attorneys for Plaintiff

/s/ Justin Kachadoorian

Matthew A. Dooley (#0081482)
Stephen M. Bosak, Jr. (#0092443)
O'TOOLE, McLAUGHLIN, DOOLEY
& PECORA CO., L.P.A.
5455 Detroit Road
Sheffield Village, OH 44054
Telephone: 440.930.4001
Facsimile: 440.934.7208
E-mail: mdooley@omdplaw.com
sbosak@omdplaw.com

Anthony J. Orshansky*
Alexandria R. Kachadoorian*
Justin Kachadoorian*
COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650
Beverly Hills, CA 90210
Telephone: 310.277.9945
Facsimile: 424.277.3727
E-mail: anthony@counselonengroup.com
alexandria@counselonengroup.com
justin@counselonengroup.com

* Admitted *pro hac vice*

Attorneys for Defendant

/s/ Chad J. Kaldor

Chad J. Kaldor (#0079957)
LITTLER MENDELSON, P.C.
41 South High Street, Suite 3250
Columbus, OH 43215
Telephone: 614.463.4220
Facsimile: 614.573.7972
E-mail: ckaldor@littler.com

Rod M. Fliegel (admitted *pro hac vice*)
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: 415.439.6253
Facsimile: 415.743.6557
E-mail: rfliegel@littler.com

John W. Hofstetter (#0087731)
LITTLER MENDELSON, P.C.
127 Public Square, Suite 1600
Cleveland, OH 44114
Telephone: 216.623.6094
Facsimile: 216.696.2038
E-mail: jhofstetter@littler.com

Michael A. Curley (admitted *pro hac vice*)
CURLEY, HURTGEN & JOHNSRUD, LLC
1177 Avenue of the Americas, 5th Floor
New York, NY 10036-2714
Telephone: 646.452.7162
Facsimile: 267.543.1160
E-mail: mcurley@chjllp.com

Patricia A. McCausland (admitted *pro hac vice*)
CURLEY, HURTGEN & JOHNSRUD, LLC
2000 Market Street, Suite 2850
Philadelphia, PA 19103-3231
Telephone: 267.558.2057
Facsimile: 267.256.5263
E-mail: pmccausland@chjllp.com

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT A

Ballard v. The Kenan Advantage Group, Inc.
United States District Court, Northern District of Ohio
Case No. 5:20-cv-01042-KBB

MEMORANDUM OF UNDERSTANDING

1. **Plaintiff:** The Plaintiff in this action is Dwayne Ballard.
2. **Defendant:** The Defendant in this action is The Kenan Advantage Group, Inc.
3. **Complaint:** Complaint means the First Amended Class Action Complaint.
4. **Class Definitions:**

(a) The “Disclosure Class” is defined as:

All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a consumer report; and (3) whom Defendant did not hire.

(b) The “Adverse Action Class” is defined as:

All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG’s Tenstreet tracking notes with at least one reference to “MVR,” “DAC,” or “FTO.”

For purposes of this Memorandum, these individuals are the “Class Members.” The parties understand and intend that the Disclosure Class includes 10,366 Class Members. The Adverse Action Class definition is subject to further revision as needed to achieve the intent of the parties that such subclass includes approximately 1,500 Class Members.

5. **Class Period:** October 17, 2016 to January 31, 2019.
6. **Class Counsel:** The parties agree to the designation of O’Toole, McLaughlin, Dooley, & Pecora, L.P.A. and CounselOne as counsel for the Class Members.
7. **Effective Date:** This Settlement will become effective 30 days after the final judgment and order is entered, unless there are objections in which case the Settlement will become effective after the time to file any appeal (including any appeal relating to Class Counsel’s Attorneys’ Fees and any objections), request an extension of the time to appeal, or the final disposition of any appeal and final disposition of any further proceedings in the district court or appellate court has lapsed, whichever is later.

8. **Enforceability:** This Memorandum shall become enforceable, subject to court approval, upon its execution by an authorized attorney for each party. The necessary authorization shall be presumed from the signature itself. Electronic signatures shall be valid like signatures in ink. Any party providing an electronic signature confirms the authenticity of the signature by providing the electronically signed Memorandum to the other party.
9. **Common Fund:**
- (a) There shall be a maximum “Common Fund” in the amount of Nine Hundred Thirty-Eight Thousand and Sixty-Eight Dollars (\$938,068.00) to fund all of the following: payments to the Class Members, Claims Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, and the Service Award to Plaintiff. The maximum Common Fund is the highest possible amount that Defendant may be obligated to pay in this Settlement. Defendant shall have no obligation under any circumstances whatsoever to pay any amount in excess of the maximum Common Fund. Defendant shall have no obligation to advance the maximum Common Fund to the Claims Administrator prior to the Effective Date.
 - (b) If the Court approves the Settlement and it becomes effective, Defendant agrees to and will pay into the Common Fund the minimum amount of Seven Hundred Forty Thousand Six Hundred Forty-Three Dollars (\$740,643.00).
 - (c) The final amount of the Common Fund will vary depending on the outcome of the claims process described in Section 12. After the claims process has been completed, the Claims Administrator will calculate the amount of the Common Fund, and if the Court approves the Settlement and it becomes effective, Defendant will be obligated to pay that amount. To illustrate, if the rate of claims submitted by the Adverse Action Class is 15% or less, Defendant will be obligated to pay Seven Hundred Forty Thousand Six Hundred Forty-Three Dollars (\$740,643.00). The “savings” to Defendant will be One Hundred Ninety-Seven Thousand Four Hundred Twenty-Five Dollars (\$197,425.00). Addendum A includes more detailed information regarding the distribution of the final amount of the Common Fund.
 - (d) No payments to Class Members in connection with this Settlement will be considered payment for any kind of wages, but rather of statutory penalties as afforded in the Fair Credit Reporting Act (15 U.S.C. § 1681n and § 1681o).
10. **Net Common Fund:** The “Net Common Fund” shall equal the net amount available for payment of claims to the Class Members after deducting from the Common Fund the court approved Claims Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, and Service Award to Plaintiff.
11. **Claims-Paid Process – Disclosure Class:** From the Common Fund, the maximum gross amount of Four Hundred Ninety-Seven Five Hundred and Sixty-Eight Dollars (\$497,568.00) shall be allocated to payments to the Disclosure Class. Members of the Disclosure Class do not have to submit a claim form to receive payment. A net portion of

this amount, after any required deductions listed in Paragraph 10 are made, shall be distributed to the Class Members on a pro rata basis. *See* Addendum A.

12. Claims-Made Process – Adverse Action Class:

- (a) From the Common Fund, the maximum gross amount of Four Hundred Thirty Thousand Five Hundred Dollars (\$430,500.00) shall be allocated to payments to the Adverse Action Class. Members of the Adverse Action Class must submit a claim form to receive a payment. The claim form shall be subject to further good faith negotiation between the parties, but the parties agree the claim form will allow Class Members to elect to receive payment electronically or by regular mail.
- (b) If fewer than 15% of the Adverse Action Class Members submit a claim form, the Claims Administrator will determine the difference between the total amount that would have been paid to the Adverse Action Class Members if 15% of them had submitted a claim, on the one hand, and the amount actually paid to the Adverse Action Class Members based on all claims submitted, on the other (the “Differential Amount”). The Differential Amount shall be used to pay the cost of Claims Administration to the extent the actual cost exceeds the Administrator’s estimate dated May 4, 2021, and, if the Differential is not thereby exhausted, sent to a mutually agreed upon *cy pres* recipient. *See* Addendum A.

13. Remaining Amounts: Any amounts remaining in the Net Common Fund after the passage of a 60-day period for Class Members to cash their checks shall be disbursed to a *cy pres* beneficiary approved by the Court.

14. Service Award: Plaintiff may petition the Court for a Service Award in the amount of Ten Thousand Dollars (\$10,000.00). This award, if approved by the Court, shall be paid from the Common Fund and shall be in addition to Plaintiff’s share of the Net Common Fund.

15. Claims Administration Expenses and Notice: American Legal Claim Services LLC will be the Claims Administrator, if approved by the Court. All Claims Administration Expenses for administering the Settlement shall be paid from the Common Fund, if approved by the Court.

16. Attorneys’ Fees: Attorneys’ Fees shall be recoverable from the Common Fund and shall not exceed Three Hundred Twelve Thousand Six Hundred and Eighty-Nine Dollars (\$312,689.00), subject to court approval. Defendant shall not oppose the request for Attorneys’ Fees.

17. Attorneys’ Expenses: Attorneys’ Expenses shall be recoverable from the Common Fund as per counsel’s billing statement and not exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to court approval. Attorneys’ Expenses shall include all customary, reasonable and documented out-of-pocket expenses incurred by Plaintiff in the prosecution of this action, including Plaintiff’s share of expenses related to the two mediations in this action. Defendant shall not oppose the request for Attorneys’ Expenses.

18. **Payment of Attorneys' Fees And Expenses:** Payment of court approved Attorneys' Fees and Attorneys' Expenses shall be made by the Claims Administrator from the Common Fund within 30 days after the later of the Effective Date and the Court's order awarding Attorneys' Fees and Attorneys' Expenses. *See* Addendum A.
19. **Released Claims and Released Parties:**
- (a) Upon entry of final judgment dismissing the Complaint with prejudice, Plaintiff and all Class Members except for those who timely opted out shall release the Released Parties from all claims of any and every kind arising, in whole or in part, from or in any way related to Defendant's procurement of consumer reports or investigative consumer reports for employment purposes, regarding Plaintiff and such Class Members, based on the facts alleged in the Complaint, including all claims brought or that could have been brought under the Fair Credit Reporting Act for statutory, actual and punitive damages, all state equivalent laws (including but not limited to the California Investigative Consumer Reporting Agencies Act and California Credit Reporting Agencies Act (California Civil Code § 1786 et seq. and 1785 et seq., respectively)), express or implied breach of contract, tort, equity, unfair competition, or any other type of claim based on any federal, state or municipal statute, law, ordinance or regulation (the "Released Claims"). The Class Members also shall release and forever waive any right to pursue in any forum any such claims on a class or collective action basis of any kind, including any mass action.
 - (b) The "Released Parties" include all of the following: (i) Defendant, (ii) Defendant's past, present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant, and (iii) the past, present and future shareholders, officers, directors, members, agents, employees, independent contractors, vendors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii). The Released Parties, other than Defendant itself, are intended third party beneficiaries of the parties' Settlement.
 - (c) The release by Class Members includes a waiver of California Civil Code § 1542 and like laws in other jurisdictions, and thus releases all known and unknown claims arising from or related to the facts and claims alleged or that could have been alleged in the Complaint.
20. **General Release:** In consideration of the Service Award, Plaintiff shall execute a broader general release of the Released Parties from all claims, known or unknown, whether or not arising from or related to Defendant's procurement of consumer reports and investigative consumer reports, excluding only claims which cannot be released by private agreement by law, which claims are in any event are time-barred. The release shall also include a no re-application provision by Plaintiff in favor of the Released Parties.

21. **Limited Release of Consumer Reporting Agencies:** The releases described in Section 19 extend to the consumer reporting agencies from whom Defendant procured consumer reports or investigative consumer reports during the Class Period, but only to the extent that any such agencies are subject to potential claims or liability for providing consumer reports to Defendant in the absence of Defendant's compliance with the FCRA (for example, and without limitation, 15 U.S.C. §§ 1681b(b)(1) and 1681d(d) and California Civil Code § 1786.12(e)). For the avoidance of doubt, nothing herein shall be construed as a release of any claim against a consumer reporting agency arising from an inaccurate, misleading or incomplete consumer report, or the consumer reporting agency's investigation of a consumer's dispute.
22. **Disclosure:** Because the intent of the parties' agreement is to bring this and any existing or potentially related matters to a final conclusion, Class Counsel will represent in a signed writing and under oath that each firm does not represent any client other than Plaintiff with known claims or potential claims against Defendant.
23. **Dismissal With Prejudice:** The parties' intent is for all claims in the pending Complaint to be dismissed with prejudice within 10 days of the Effective Date.
24. **Finality:** In accordance with law, all terms are subject to court approval.
25. **Modification of Settlement:** In the event a court disapproves of or sets aside the Settlement or any material part for any reason, or modifies the Agreement in any way, the parties may jointly agree to accept the Settlement as judicially modified or appeal the ruling.
26. **Drafting Settlement Documents:** Unless otherwise agreed to by the parties, Class Counsel shall draft settlement documents. Class Counsel shall draft and file a motion for preliminary approval. Class Counsel will cooperate with Defendant in promptly requesting from the Court a stay of all discovery and no further responses to any previously served written discovery or notices of deposition shall be required pending preliminary and final approval.
27. **Opt Out /Objection Period:** The Class Members shall have 30 days from the date the notice is first mailed in which to object to or exclude themselves from the Settlement. In the event more than 2% of the Class Members opt out of the Settlement, Defendant shall have the right to void the Settlement. Neither party nor their counsel shall encourage any Class Member to opt out of the Settlement. The parties' settlement agreement shall expressly prohibit any attempt to submit opt outs from the Settlement on behalf of any group of individuals (commonly known as "mass opt outs"). Opt outs shall be valid only if submitted for or on behalf of a single individual and personally signed by such individual.
28. **Effect of Failure To Opt Out:** All Class Members except those who have been properly excluded shall be bound by the Settlement, including the Release of Claims.
29. **No Press:** Prior to the Effective Date, Class Counsel will not publicize, post on any website, or initiate public discussions of the Settlement outside applications to the Court for approval.

30. **Non-admission of liability by Defendant:** This Memorandum and any anticipated final settlement agreement, the fact of the anticipated Settlement, any of the terms in this Memorandum and any anticipated final settlement agreement, and any documents filed in support of the anticipated Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence of: (i) any wrongdoing, (ii) any violation of any statute, law or regulation, (iii) any liability on the claims or allegations in this action, or any other proceeding, or (iv) the propriety of certifying a litigation class in this action, or any other proceeding, and shall not be used for any purpose whatsoever in any legal proceeding other than a proceeding to enforce the terms of the anticipated final settlement agreement.
31. **Disputes:** The parties will work cooperatively to try to resolve any disagreements about the long-form settlement agreement and exhibits. If the parties reach impasse, the parties will submit the dispute(s) to the mediator, Diane Welsh, for her input and guidance. Any fees associated with seeking such assistance will come from the Common Fund.
32. **Continuing Jurisdiction:** The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement memorandum and subsequent settlement documents.
33. **Inadmissibility:** If the Court fails to approve the Settlement as presented, this Settlement is null and void, and is not admissible as evidence in any proceeding for any reason whatsoever.
34. **General Terms:**
- (a) **Integration:** Each party warrants that no promise or inducement has been offered or made to that party except as herein set forth. It is understood and agreed by each party that this Memorandum specifically supersedes any and all prior agreements and understandings, written or oral, express or implied, between Plaintiff and Defendant.
 - (b) **Governing Law:** This Memorandum is made under the laws of the State of Ohio without regard to otherwise applicable principles of conflicts of laws, whether of the State of Ohio or any other jurisdiction.
 - (c) **Execution:** Delivery of executed signature pages in one or more counterparts shall be sufficient to render this Memorandum effective in accordance with its terms. Each counterpart shall be deemed an original, but all counterparts collectively shall constitute only one instrument. The parties agree that a true and correct copy of this Memorandum is binding and valid just as the signed original would be binding and valid.
 - (d) **Authority to Execute:** Each of the parties represents and warrants that it is competent to enter into this Memorandum and has the full right, power and authority to enter into and perform the obligations under this Memorandum.

- (e) **Claimed Ambiguities:** The parties agree that any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Memorandum against Defendant as the party that drafted it has no application and is expressly waived by and for each of the parties.

Accepted and agreed to this 28th day of May, 2021:

Matthew Dooley

Class Counsel

Rod M. Fliegel

Counsel for Defendant

Addendum A

The Claims Administrator shall determine the final amount payable by Defendant as follows if the Settlement becomes effective:

1. Subtract all of the following amounts, as approved by the Court, from the amount of the Common Fund allocated to the Disclosure Class, \$497,568: Attorneys' Fees attributable to the Disclosure Class ($\$497,568 / 3$), Attorneys' Expenses, and Claims Administration Expenses (up to \$29,993).¹
2. Calculate the pro rata amount payable to each Disclosure Class Member by taking the amount in No. 1 and dividing it by 10,366 Disclosure Class Members.
3. Multiply the number of timely, valid claims from Adverse Action Class Members by \$287.
4. If the amount in No. 3 is less than or equal to \$64,575 [the 15% floor amount ($225 \times \$287$)], then:
 - a. The maximum amount due from Defendant is \$740,643.
 - b. Each participating Adverse Action Class Member (i.e., those submitting timely, valid claims) is entitled to a payment of \$287 in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class.
 - c. If the amount in 4(b) is less than \$64,575, the amount remaining after allocating \$287 to each participating Adverse Action Class Member shall be used first to pay any Claims Administration Expenses, and if any amount is still remaining, that amount shall go to the cy pres beneficiary.
5. If the amount in No. 3 is greater than \$64,575, then:
 - a. Calculate the amount due from Defendant for payments to the Adverse Action Class Members by multiplying the number of timely, valid claims x \$191.
 - b. Determine the maximum amount due from Defendant by adding the amount in No. 5(a) to \$651,068.
 - c. If the amount in No. 5(b) is less than \$740,643, then the maximum amount due from Defendant is \$740,643. Calculate the amount of each Adverse Action Class Member's pro rata share by multiplying the number of participating Adverse Action Class Members in excess of 15% of the total Adverse Action Class Members by \$191, adding the result to \$64,575 and dividing by the total number of participating

¹ Claims Administration Expenses shall first be paid using any excess amounts based on the number of claims made by Adverse Action Class Members, as provided in Nos. 4(c) and 5(c). If, after applying the excess amounts in Nos. 4(c) or 5(c), there are remaining Claims Administration Expenses, the remaining expenses shall be deducted from the gross amount of \$497,568 that is allocated to the Disclosure Class.

Adverse Action Class Members. For example, if 300 Adverse Action Class Members submit claims, they would each be entitled to a payment of \$263 $[(75 \times 191) + \$64,575 = \$78,900 / 300 = \$263]$. The \$263 payment would be in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class. If any amount is remaining after allocating \$263 to each participating Adverse Action Class Member, it shall be used first to pay any Claims Administration Expenses, and if any amount is still remaining, that amount shall go to the cy pres beneficiary.

- d. If the amount in No. 5(b) is greater than \$740,643, then the maximum amount due from Defendant is the amount in No. 5(b). Each participating Adverse Action Class Member (i.e., those submitting timely, valid claims) would be entitled to a payment of \$191 in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class.

4841-9422-2827.2 / 091503-1005

4846-8992-4844, v. 1

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU APPLIED FOR
EMPLOYMENT WITH THE KENAN ADVANTAGE GROUP, INC. (“KAG”)
AND KAG OBTAINED A BACKGROUND REPORT ABOUT YOU
BETWEEN OCTOBER 17, 2016 AND JANUARY 31, 2019**

**YOU COULD GET A CASH PAYMENT FROM A CLASS ACTION
SETTLEMENT.**

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

- A settlement will provide up to a maximum possible amount of \$938,068.00 to pay claims to persons who applied for a job with KAG and about whom a background check (consumer report) was obtained and/or relied upon or used to make an employment decision.
- The settlement resolves a lawsuit about whether KAG violated the federal Fair Credit Reporting Act (“FCRA”) in how it obtained and/or used the background checks (consumer reports) of persons who applied for jobs with KAG; pays money to persons like you; and releases KAG from liability.
- You may be entitled to a cash payment in a gross amount of \$48.00 (less settlement administration costs, attorneys’ fees, litigation expenses, and a service award for the Plaintiff) because KAG obtained a consumer report about you for employment purposes between October 17, 2016 and January 31, 2019; and/or
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If the Court approves the settlement, the payment described in this notice will be sent to you automatically. You do not need to fill out a Claim Form or contact the Settlement Administrator to confirm your acceptance of the payments. You will not be able to sue KAG for the same claims alleged in the case.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against KAG about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	1
1. Why did I get this notice?.....	1
2. What is this lawsuit about?.....	1
3. Why is this a class action?.....	1
4. Why is there a settlement?.....	1
WHO IS IN THE SETTLEMENT?	1
5. How do I know if I am part of the settlement?	1
THE SETTLEMENT BENEFITS—WHAT YOU GET?.....	2
6. What does the settlement provide?	2
7. What is the amount of my payment?	2
HOW DO YOU GET A PAYMENT?	2
8. How can I get a payment?	2
9. When would I get my payment?.....	2
10. What am I giving up to get a payment or stay in the Class?	2
EXCLUDING YOURSELF FROM THE SETTLEMENT	2
11. How do I get out of the settlement?	2
12. If I don't exclude myself, can I sue KAG for the same thing later?.....	3
13. If I exclude myself, can I get money from this settlement?	3
THE LAWYERS REPRESENTING YOU	3
14. Do I have a lawyer in this case?	3
15. How will the lawyers be paid?	3
OBJECTING TO THE SETTLEMENT	3
16. How do I tell the Court that I do not like the settlement?	3
17. What is the difference between objecting and excluding?	3
THE COURT'S FAIRNESS HEARING.....	3
18. When and where will the Court decide to approve the settlement?	4
19. Do I have to come to the hearing?.....	4
20. May I speak at the hearing?	4
IF YOU DO NOTHING	4
21. What happens if I do nothing at all?.....	4
GETTING MORE INFORMATION.....	4
22. Are there more details about the settlement?	4
23. How do I get more information?	4

Questions: Call 1-800-000-0000 TOLL FREE or VISIT

www.KAGclassaction.com

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because the records of KAG show you applied for a company driver position at KAG and that a background check or other consumer report was obtained about you sometime on or between October 17, 2016 and January 31, 2019.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

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

The Court in charge of the case is the United States District Court for the Northern District of Ohio, and the case is known as *Ballard v. The Kenan Advantage Group, Inc.*, Case No. 5:20-cv-01042-KBB. The person who sued is called the Plaintiff, and the company he sued, KAG, is called the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that KAG did not comply with the FCRA in how it obtained and/or relied upon or used the consumer reports of job applicants. If you are a Class Member, KAG procured and/or relied upon or used your consumer report in connection with your application for employment with KAG. The suit alleges that KAG violated your rights under a federal law – the FCRA – based on how it procured and/or relied upon or used your consumer report in connection with your application for employment with KAG. KAG denies liability.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Dwayne Ballard), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Magistrate Judge Kathleen B. Burke is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or KAG. The Plaintiff thinks he could have won at trial. KAG thinks the Plaintiff would not have won at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the people affected will get compensation. The Plaintiff and the Plaintiff's attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a member of this Settlement Class and are affected by the settlement because you applied for employment with KAG and KAG obtained and/or relied upon or used your consumer report on or after October 17, 2016 through January 31, 2019 ("Class Period").

Specifically, for the purposes of settlement only, the Court has provisionally certified two Classes defined as follows:

1. Disclosure Class:

All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a consumer report; and (3) whom Defendant did not hire.

2. Adverse Action Class:

All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

THE SETTLEMENT BENEFITS—WHAT YOU GET?**6. What does the settlement provide?**

KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. Included in this total Settlement Amount is a "Common Fund" of up to a maximum possible amount of \$938,068.00, which is to be divided among two different groups of people:

Disclosure Class	Adverse Action Class
\$497,568.00	Up to \$430,500.00

7. What is the amount of my payment?

You are a member of the Disclosure Class and entitled to a gross amount of \$48 (less settlement administration costs, attorney's fees and litigation expenses, and a service award for the Plaintiff). The Parties anticipate that the net recovery for each Disclosure Class Member will be approximately \$29 after settlement administration costs, attorney's fees and litigation expenses, and a service award for Plaintiff.

HOW DO YOU GET A PAYMENT?**8. How can I get a payment?**

If you do nothing, you will automatically receive payment by mail to your address on file. You do not need to do anything to receive your settlement payment. If the settlement is approved, the Settlement Administrator will mail a check to your address on file. To make sure the Settlement Administrator has your correct address on file, please call 1-800-000-0000. If you move or your address changes for any reason, please contact the Settlement Administrator at 1-800-000-0000 to update your address. You must cash your check within 60 days or your settlement payment will be forfeited.

9. When would I get my payment?

The Court will hold a hearing on _____, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone will be informed of the progress of the settlement. Please be patient.

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against KAG about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue KAG on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by electronic or regular mail saying that you want to be excluded from *Ballard v. KAG*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, to: American Legal Claim Services, LLC. **You are**

responsible for paying your own postage. You may exclude yourself by sending an email to American Legal Claims Services, LLC at _____. Your exclusion must be emailed by _____.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) KAG in the future.

12. If I don't exclude myself, can I sue KAG for the same thing later?

No. Unless you exclude yourself, you give up any right to sue KAG for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is _____.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of O'Toole McLaughlin Dooley & Pecora, Co. LPA and CounselOne P.C., to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Common Fund (approximately \$312,689.00) for attorney's fees incurred to prosecute the case. The fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of its litigation expenses and a service award payment up to \$10,000.00 to Dwayne Ballard for his service as Class Representative. These expenses will be paid from the Common Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or email saying that you object to *Ballard v. KAG*. Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail or email the objection to the Settlement Administrator, American Legal Claim Services LLC [insert address and email address] no later than _____.

17. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

18. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ballard v. KAG*". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____ and be sent to the Clerk of the Court at the address listed in Question 18 above. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive the payment listed above, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KAG about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address] or by visiting www.KAGClassAction.com

23. How do I get more information?

You can call 1-800-____ toll free; write to KAG Settlement, ATTN: Settlement Administrator, _____; or visit the website at www.KAGClassAction.com where you will find answers to common questions and documents about the settlement.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU APPLIED FOR
EMPLOYMENT WITH THE KENAN ADVANTAGE GROUP, INC. (“KAG”)
AND KAG OBTAINED A BACKGROUND REPORT AND MAY HAVE
DENIED YOU EMPLOYMENT BASED ON THAT REPORT
BETWEEN OCTOBER 17, 2016 AND JANUARY 31, 2019**

**YOU COULD GET A CASH PAYMENT FROM A CLASS ACTION
SETTLEMENT.**

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

- A settlement will provide up to a maximum possible amount of \$938,068.00 to pay claims to persons who applied for a job with KAG and may have been denied employment based in whole or in part on a background check (consumer report).
- The settlement resolves a lawsuit about whether KAG violated the federal Fair Credit Reporting Act (“FCRA”) in how it obtained and/or used the background checks (consumer reports) of persons who applied for jobs with KAG; pays money to persons like you; and releases KAG from liability.
- You may be entitled to a cash payment of:
 - (1) a gross amount up to \$48.00 (less settlement administration costs, attorneys’ fees, litigation expenses, and a service award for the Plaintiff) because KAG obtained a consumer report about you for employment purposes between October 17, 2016 and January 31, 2019; and/or
 - (2) an additional amount of up to \$273.85 (less settlement administration costs, litigation expenses, and a service award for Plaintiff) **if** between October 17, 2016 and January 31, 2019, your consumer report included potentially adverse information that may have led KAG to deny you employment.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If the Court approves the settlement, the payment described in this notice under (1) above will be sent to you automatically. You will not be able to sue KAG for the same claims alleged in this case.
FILE A CLAIM FORM	You must file a claim no later than _____ to receive the additional amount described in this notice under (2) above. If the Court approves the settlement, the payments described in this notice under (2) will be sent to you if you file a Claim Form on or before _____. The Claim Form is included with this Notice. You may submit your Claim Form online at www.kenanadvantage.com [hyperlink], by email to _____, or by mail to _____.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against KAG about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	1
1. Why did I get this notice?.....	1
2. What is this lawsuit about?.....	1
3. Why is this a class action?.....	1
4. Why is there a settlement?.....	1
WHO IS IN THE SETTLEMENT?	1
5. How do I know if I am part of the settlement?	1
THE SETTLEMENT BENEFITS—WHAT YOU GET?	2
6. What does the settlement provide?	2
7. What is the amount of my payment?	2
HOW DO YOU GET A PAYMENT?.....	2
8. How can I get a payment?	2
9. When would I get my payment?.....	2
10. What am I giving up to get a payment or stay in the Class?	3
EXCLUDING YOURSELF FROM THE SETTLEMENT	3
11. How do I get out of the settlement?	3
12. If I don't exclude myself, can I sue KAG for the same thing later?.....	3
13. If I exclude myself, can I get money from this settlement?	3
THE LAWYERS REPRESENTING YOU	3
14. Do I have a lawyer in this case?.....	3
15. How will the lawyers be paid?	3
OBJECTING TO THE SETTLEMENT	3
16. How do I tell the Court that I do not like the settlement?	4
17. What is the difference between objecting and excluding?	4
THE COURT'S FAIRNESS HEARING.....	4
18. When and where will the Court decide to approve the settlement?	4
19. Do I have to come to the hearing?.....	4
20. May I speak at the hearing?.....	4
IF YOU DO NOTHING	4
21. What happens if I do nothing at all?.....	4
GETTING MORE INFORMATION.....	4
22. Are there more details about the settlement?	4
23. How do I get more information?	5

Questions: Call 1-800-000-0000 TOLL FREE or VISIT

www.KAGclassaction.com

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because the records of KAG show that you applied for a company driver position at KAG and KAG may have denied you employment based in whole or in part on a background check or other consumer report between October 17, 2016 and January 31, 2019.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

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

The Court in charge of the case is the United States District Court for the Northern District of Ohio, and the case is known as *Ballard v. The Kenan Advantage Group, Inc.*, Case No. 5:20-cv-01042-KBB. The person who sued is called the Plaintiff, and the company he sued, KAG, is called the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that KAG did not comply with the FCRA based on how it obtained and/or relied upon or used the consumer reports of job applicants. If you are a Class Member, KAG procured and/or relied upon or used your consumer report in connection with your application for employment with KAG. The suit alleges that KAG violated your rights under a federal law – the FCRA – based on how it procured and/or relied upon or used your consumer report in connection with your application for employment with KAG. KAG denies liability.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Dwayne Ballard), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Magistrate Judge Kathleen B. Burke is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or KAG. The Plaintiff thinks he could have won at trial. KAG thinks the Plaintiff would not have won at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the people affected will get compensation. The Plaintiff and the Plaintiff's attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a member of this Settlement Class and are affected by the settlement because you applied for employment with KAG and/or KAG obtained and/or relied upon or used your consumer report on or after October 17, 2016 through January 31, 2019 ("Class Period").

Specifically, for the purposes of settlement only, the Court has provisionally certified two Classes defined as follows:

1. Disclosure Class:

All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a consumer report; and (3) whom Defendant did not hire.

2. Adverse Action Class:

All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

THE SETTLEMENT BENEFITS—WHAT YOU GET?**6. What does the settlement provide?**

KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. Included in this total Settlement Amount is a "Common Fund" of up to a maximum possible amount of \$938,068.00, which is to be divided among two different groups of people:

Disclosure Class	Adverse Action Class
\$497,568.00	Up to \$430,500.00

7. What is the amount of my payment?

You are a member of the Disclosure Class and entitled to a gross amount of \$48 (less settlement administration costs, attorney's fees and litigation expenses, and a service award for the Plaintiff). The Parties anticipate that the net recovery for each Disclosure Class Member will be approximately \$29 after settlement administration costs, attorney's fees and litigation expenses, and a service award for Plaintiff.

Additionally, KAG's records indicate that you are also a member of the Adverse Action Class, which entitles you to an additional amount of up to \$273.85 **if you submit a valid claim form.**

HOW DO YOU GET A PAYMENT?**8. How can I get a payment?**

If you do nothing, you will automatically receive payment for the Disclosure Class. Since you are also a member of the Adverse Action Class, you will need to submit a valid Claim Form to receive the additional payment. **You must submit your Claim Form by _____.**

Your Claim Form is included with this Notice. Your Claim Form may be submitted electronically or via electronic or regular mail.

Online: To submit your Claim Form online, please visit www._____.com [hyperlink] and submit your Claim Form by 11:59 Eastern Time on [Month] [Day], [Year].

By Email: To submit your Claim Form by email, please email your completed Claim Form to _____ by 11:59 Eastern Time on [Month] [Day], [Year].

By Mail: To submit your Claim Form by mail, please enclose your completed Claim Form in an envelope postmarked (or equivalent) to the Settlement Administrator at the address below by or before [Month] [Day], [Year]:

Ballard v. The Kenan Advantage Group FCRA Settlement
 c/o xxxxxxxx xxxxxxxxxxxxxxxx
 xxxxxxxxxxxx

If you elect to submit your Claim Form by mail, you are responsible for paying your own postage.

9. When would I get my payment?

The Court will hold a hearing on _____, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone will be informed of the progress of the settlement. Please be patient.

If the settlement is approved, you will receive your settlement payment by check to your address on file. To make sure the Settlement Administrator has your correct address on file, please call 1-800-000-0000. If you move or your address changes for any reason, please contact the Settlement Administrator at 1-800-000-0000 to update your address. You must cash your check within 60 days or your settlement payment will be forfeit.

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against KAG about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue KAG on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by electronic or regular mail saying that you want to be excluded from *Ballard v. KAG*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, to: American Legal Claim Services, LLC. **You are responsible for paying your own postage.** You may exclude yourself by sending an email to American Legal Claims Services, LLC at _____. Your exclusion must be emailed by _____.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) KAG in the future.

12. If I don't exclude myself, can I sue KAG for the same thing later?

No. Unless you exclude yourself, you give up any right to sue KAG for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is _____.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of O'Toole McLaughlin Dooley & Pecora, Co. LPA and CounselOne P.C., to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Common Fund (approximately \$312,689.00) for attorney's fees incurred to prosecute the case. The fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of its litigation expenses and a service award payment up to \$10,000 to Dwayne Ballard for his service as Class Representative. These expenses will be paid from the Common Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or email saying that you object to *Ballard v. KAG*. Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail the objection to the Settlement Administrator, American Legal Claim Services LLC [insert address and email address] no later than _____

17. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

18. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ballard v. KAG*". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____ and be sent to the Clerk of the Court at the address listed in Question 18 above. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive only one of the payments listed above, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KAG about the legal issues in this case, ever again. You must submit a valid claim form to receive both payments listed above.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address and email address] or by visiting www.KAGClassAction.com

23. How do I get more information?

You can call 1-800_____ toll free; write to KAG Settlement, ATTN: Settlement Administrator, _____; or visit the website at www.KAGClassAction.com where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

Ballard v. The KAG Advantage Group, Inc. Settlement Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

«Barcode»
Postal Service: Please do not mark barcode
Claim#: JPK-«ClaimID»-«MailRec»
«First 1 » «Last 1 »
«CO »
«Addr2 »
«Addr1 »
«City», «St» «Zip»
«Country»

CLAIM FORM

PLEASE FILL OUT THIS CLAIM FORM IF YOU WOULD LIKE TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT IN BALLARD V. THE KENAN ADVANTAGE GROUP, INC, NO. 5:20-cv-01042-KBB (N.D. OHIO) AND RECEIVE A PAYMENT AS A MEMBER OF THE ADVERSE ACTION CLASS.

<i>Type or Print in the Boxes Below. Do NOT Use Red Ink, Pencil, or Staples.</i>		
First Name	MI	Last Name
Mailing Address		
City	State	Zip
Tel (Day):	Tel (Eve):	
Email Address:		

SIGNATURE AND CERTIFICATION UNDER PENALTY OF PERJURY

By signing below, I confirm that I do not recall affirmatively withdrawing my application for employment at KAG.

I hereby declare under penalty of perjury that to the best of my knowledge and belief the information provided on this Claim Form is true and correct	
<u>Signature:</u>	<u>Date (mm/dd/yyyy):</u>

Your Claim Form must be postmarked, emailed, or submitted online at [URL] no later than [date]. If you have any questions, please call [XXX-XXX-XXXX] or visit [URL].

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT D

EMAIL NOTICE

To: XXXXXXXXXX

From: XXXXXXXXXX

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT

Ballard v. The Kenan Advantage Group, Inc.

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

Why did I get this notice? This Notice relates to a proposed settlement of a class action lawsuit (“Action”) against defendant The Kenan Advantage Group, Inc. (“KAG”) alleging violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, *et seq.* This lawsuit alleges that KAG did not comply with the FCRA in how it obtained and/or relied upon or used the consumer reports of job applicants. KAG denies liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

What relief does the settlement provide? KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. Included in this total Settlement Amount is a “Common Fund” of up to a maximum possible amount of \$938,068.00, which is to be divided among two different groups of people defined below. This amount is inclusive of attorneys’ fees and costs to the lawyers representing the Settlement Class, a service award to the named Plaintiff for serving as the class representative, the costs of notice and claims administration, pro rata payments to each Disclosure Class Member and an additional payment to each Adverse Action Class Member who submits a timely and valid Claim Form, provided the Class Member does not opt out of the settlement.

For the purposes of settlement only, the Court has provisionally certified two Classes defined as follows:

1. Disclosure Class: All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a consumer report; and (3) whom Defendant did not hire.
2. Adverse Action Class: All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG’s Tenstreet tracking notes with at least one reference to “MVR,” “DAC,” “Speed” or “Fals.”

You may be entitled to a cash payment in a gross amount of \$48.00 (less settlement administration costs, attorneys’ fees, litigation expenses, and a service award for the Plaintiff) because KAG obtained a consumer report about you for employment purposes between October 17, 2016 and January 31, 2019.

Your legal rights are affected whether you act or don’t act. Read this notice carefully

You may also learn more by clicking on the following links:

Operative Class Action Complaint

Stipulation of Class Action Settlement

Preliminary Approval Order

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND GET MONEY	<p>As a member of the Disclosure Class you are entitled to a gross amount of \$48 (less settlement administration costs, attorney's fees and litigation expenses, and a service award for the Plaintiff). The Parties anticipate that the net recovery for each Disclosure Class Member will be approximately \$29 after settlement administration costs, attorney's fees and litigation expenses, and a service award for Plaintiff.</p> <p>You do not need to do anything to receive money under the settlement. If the settlement is approved, the administrator will mail a check to your address on file. But you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KAG about the legal issues in this case, ever again.</p>	No deadline
EXCLUDE YOURSELF / OPT-OUT FROM THE LAWSUIT	<p>To exclude yourself from the settlement, you must send a letter by electronic or regular mail saying that you want to be excluded from <i>Ballard v. KAG</i>. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, to: American Legal Claim Services, LLC. You are responsible for paying your own postage. You may exclude yourself by sending an email to American Legal Claims Services, LLC at _____. Your exclusion must be emailed by _____. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) KAG in the future.</p>	Deadline: [Month] [Day], [Year]
OBJECT	<p>If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or email saying that you object to <i>Ballard v. The Kenan Advantage Group, Inc.</i> Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail or email the objection to the Settlement Administrator, American Legal Claim Services LLC [insert address and email address] no later than _____.</p>	Deadline: [Month] [Day], [Year]

<p>ATTEND THE “FINAL APPROVAL HEARING”</p>	<p>The Court will hold a “Final Approval Hearing” to consider the settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the request for a service award to the plaintiff who brought the Action (“Class Representative”).</p> <p>You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Settlement Administrator.</p> <p>The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The hearing may be postponed to a different date or time or location without notice. Please check www.KAGclassaction.com for any updates about the settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change. Due to the pandemic, the Court may hold the hearing remotely. Check the Settlement Website before appearing at or visiting the courthouse.</p>	<p>Deadline: [Month] [Day], [Year]</p>
---	--	--

More information? For more information about the settlement and how to take the actions described above, please visit www.KAGclassaction.com or call the settlement administrator at (800) 000-0000.

Do Not Address Any Questions About The Settlement Or The Action To KAG, The Clerk Of The Court, Or The Judge.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT E

EMAIL NOTICE

To: XXXXXXXXXXXX

From: XXXXXXXXXXXX

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT

Ballard v. The Kenan Advantage Group, Inc.

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

Why did I get this notice? This Notice relates to a proposed settlement of a class action lawsuit (“Action”) against defendant The Kenan Advantage Group, Inc. (“KAG”) alleging violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, *et seq.* This lawsuit alleges that KAG did not comply with the FCRA in how it obtained and/or relied upon or used the consumer reports of job applicants. KAG denies liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

What relief does the settlement provide? KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. Included in this total Settlement Amount is a “Common Fund” of up to a maximum possible amount of \$938,068.00, which is to be divided among two groups of job applicants defined below. This amount is inclusive of attorneys’ fees and costs to the lawyers representing the Settlement Class, a service award to the named Plaintiff for serving as the class representative, the costs of notice and claims administration, pro rata payments to each Disclosure Class Member, and an additional payment to each Adverse Action Class Member who submits a timely and valid Claim Form, provided the Class Member does not opt out of the settlement. **To submit a Claim Form, click [HERE](#).** To obtain a Claim Form other than online, contact the Settlement Administrator at [NUMBER HERE or via e-mail at [EMAIL ADDRESS].

For the purposes of settlement only, the Court has provisionally certified two Classes defined as follows:

1. Disclosure Class: All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a consumer report; and (3) whom Defendant did not hire.
2. Adverse Action Class: All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG’s Tenstreet tracking notes with at least one reference to “MVR,” “DAC,” “Speed” or “Fals.”

You may be entitled to a cash payment of:

- (1) a gross amount up to \$48.00 (less settlement administration costs, attorneys’ fees, litigation expenses, and a service award for the Plaintiff) because KAG obtained a consumer report about you for employment purposes between October 17, 2016 and January 31, 2019; and/or
- (2) an additional amount of up to \$273.85 (less settlement administration costs, litigation expenses, and a service award for Plaintiff) **if** between October 17, 2016 and January 31, 2019, your consumer report included potentially adverse information that may have led KAG to deny you employment.

Your legal rights are affected whether you act or don’t act. Read this notice carefully

You may also learn more by clicking on the following links:

Operative Class Action Complaint

Stipulation of Class Action Settlement

Preliminary Approval Order

Claim Form

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	<p>As a member of the Disclosure Class you are entitled to a gross amount of \$48 (less settlement administration costs, attorney's fees and litigation expenses, and a service award for the Plaintiff). The Parties anticipate that the net recovery for each Disclosure Class Member will be approximately \$29 after settlement administration costs, attorney's fees and litigation expenses, and a service award for Plaintiff.</p> <p>You may also be entitled to an additional amount of up to \$273.85 (less settlement administration costs, litigation expenses, and a service award for Plaintiff) if between October 17, 2016 and January 31, 2019, your consumer report included potentially adverse information that may have led KAG to deny you employment. <u>You must file a claim to receive the additional amount.</u> If the Court approves the settlement, the additional payment will be sent to you if you file a Claim Form on or before _____. Click HERE to submit a Claim Form.</p>	<p>Deadline: [Month] [Day], [Year]</p>
EXCLUDE YOURSELF / OPT-OUT FROM THE LAWSUIT	<p>To exclude yourself from the settlement, you must send a letter by electronic or regular mail saying that you want to be excluded from <i>Ballard v. KAG</i>. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, to: American Legal Claim Services, LLC. You are responsible for paying your own postage. You may exclude yourself by sending an email to American Legal Claims Services, LLC at _____. Your exclusion must be emailed by _____. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) KAG in the future.</p>	<p>Deadline: [Month] [Day], [Year]</p>
OBJECT	<p>If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or email saying that you object to <i>Ballard v. KAG</i>. Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail or email the objection to the Settlement Administrator, American Legal Claim Services LLC [insert address and email address] no later than _____.</p>	<p>Deadline: [Month] [Day], [Year]</p>

ATTEND THE “FINAL APPROVAL HEARING”	<p>The Court will hold a “Final Approval Hearing” to consider the settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the request for a service award to the plaintiff who brought the Action (“Class Representative”).</p> <p>You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Settlement Administrator.</p> <p>The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The hearing may be postponed to a different date or time or location without notice. Please check www.KAGclassaction.com for any updates about the settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change. Due to the pandemic, the Court may hold the hearing remotely. Check the Settlement Website before appearing at or visiting the courthouse.</p>	<p>Deadline: [Month] [Day], [Year]</p>
DO NOTHING	<p>If you do nothing, you will <u>not</u> receive a payment for adverse action you may have experienced as a result of information in your consumer report, and you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against KAG about the legal issues in this case, ever again.</p>	<p>No deadline</p>

More information? For more information about the settlement and how to take the actions described above, please visit www.KAGclassaction.com or call the settlement administrator at (800) 000-0000.

Do Not Address Any Questions About The Settlement Or The Action To KAG, The Clerk Of The Court, Or The Judge.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT F

COURT APPROVED
SETTLEMENT NOTICE

Ballard

v.

*The Kenan Advantage
Group, Inc.*

United States District Court for
the Northern District of Ohio

Class Action

*Ballard v. The Kenan
Advantage Group, Inc. c/o
ADMINISTRATOR
ADDRESS*

PRESORT

U.S. POSTAGE
PAID

Return Service Requested

0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4

Postal Service: Please do not mark barcode

ID: #####

First Last

Address1

Address2

City State Zip Code

Why did I receive this Notice? This Notice relates to a proposed settlement of a class action lawsuit against The Kenan Advantage Group, Inc. ("KAG") alleging violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, et seq. This lawsuit alleges that KAG did not comply with the FCRA in how it obtained and/or relied upon or used the consumer reports of job applicants. KAG denies liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

Am I a Settlement Class Member? You are a member of this Settlement Class and are affected by the settlement because you applied for employment with KAG and/or KAG obtained and/or relied upon or used your consumer report on or after October 17, 2016 through January 31, 2019. The Court has provisionally certified two classes. The Disclosure Class includes all persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom KAG procured a consumer report; and (3) whom Defendant did not hire. The Adverse Action Class included all persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

What Relief Does the Settlement Provide? KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. This amount is inclusive of attorneys' fees and costs to the lawyers representing the Settlement Class, a service award to the named Plaintiff for serving as the class representative, the costs of notice and claims administration, pro rata payments to each Disclosure Class Member and an additional payment to each Adverse Action Class Member who submits a timely and valid Claim Form.

How Do I Receive a Payment? You do not need to do anything to receive your settlement payment. If the settlement is approved, the Settlement Administrator will mail a check to your address on file. To make sure the Settlement Administrator has your correct address on file, please call 1-800-000-0000.

How Do I Get More Information? This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address and email address] or by visiting www.KAGClassAction.com.

Who Represents Me? The Court appointed the law firms of O'Toole McLaughlin Dooley & Pecora, Co. LPA and CounselOne P.C., to represent you and other Class Members.

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue KAG over the legal issues involved in this lawsuit, you must write the settlement administrator by [DATE]. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must submit a written objection to the settlement administrator by [DATE].

When Will the Court Consider the Proposed Settlement? The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. Please visit the settlement website www.KAGClassAction.com if you wish to attend.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT G

COURT APPROVED
SETTLEMENT NOTICE

Ballard

v.

*The Kenan Advantage
Group, Inc.*

United States District Court for
the Northern District of Ohio

Class Action

*Ballard v. The Kenan
Advantage Group, Inc. c/o
ADMINISTRATOR
ADDRESS*

Return Service Requested

PRESORT

U.S. POSTAGE
PAID

0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4

Postal Service: Please do not mark barcode

ID: #####

First Last
Address1
Address2
City State Zip Code

Why did I receive this Notice? This Notice relates to a proposed settlement of a class action lawsuit against The Kenan Advantage Group, Inc. ("KAG") alleging violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, et seq. This lawsuit alleges that KAG did not comply with the FCRA in how it obtained and/or relied upon or used the consumer reports of job applicants. KAG denies liability. However, the parties have decided to settle the case to avoid the risks and cost of litigation.

Am I a Settlement Class Member? You are a member of this Settlement Class and are affected by the settlement because you applied for employment with KAG and/or KAG obtained and/or relied upon or used your consumer report on or after October 17, 2016 through January 31, 2019. The Court has provisionally certified two classes. The Disclosure Class includes all persons residing in the United States: (1) who applied for a company driver position with KAG described by 15 U.S.C. § 1681b(2)(C) during the Class Period; (2) about whom KAG procured a consumer report; and (3) whom KAG did not hire. The Adverse Action Class included all persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

What Relief Does the Settlement Provide? KAG has agreed to pay up to a maximum possible amount of \$938,068.00 to settle all claims presented by this lawsuit. This amount is inclusive of attorneys' fees and costs to the lawyers representing the Settlement Class, a service award to the named Plaintiff for serving as the class representative, the costs of notice and claims administration, pro rata payments to each Disclosure Class Member and an additional payment to each Adverse Action Class Member who submits a timely and valid Claim Form.

How Do I Receive a Payment? If you do nothing, you will automatically receive payment for the Disclosure Class. Because you are also a member of the Adverse Action Class, **you must submit a valid Claim Form to receive the additional payment.** To receive a payment, you must submit a Claim Form on [www.\[xxx\].com](http://www.[xxx].com) no later than _____.

How Do I Get More Information? This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address and email address] or by visiting www.KAGClassAction.com.

Who Represents Me? The Court appointed the law firms of O'Toole McLaughlin Dooley & Pecora, Co. LPA and CounselOne P.C., to represent you and other Class Members.

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue KAG over the legal issues involved in this lawsuit, you must write the settlement administrator by [DATE]. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must submit a written objection to the settlement administrator by [DATE].

When Will the Court Consider the Proposed Settlement? The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on _____, at the United States District Court for the Northern District of Ohio, John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Room 480, Akron, Ohio 44308-1813. Please visit the settlement website www.KAGClassAction.com if you wish to attend.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT H

Ballard v. The KAG Advantage Group, Inc. Settlement Administrator
P.O. Box xxxx
City, ST xxxxx-xxxx

«Barcode»
Postal Service: Please do not mark barcode
Claim#: JPK-«ClaimID»-«MailRec»
«First 1 » «Last 1 »
«CO »
«Addr2 »
«Addr1 »
«City», «St» «Zip»
«Country»

CLAIM FORM

PLEASE FILL OUT THIS CLAIM FORM IF YOU WOULD LIKE TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT IN BALLARD V. THE KENAN ADVANTAGE GROUP, INC, NO. 5:20-cv-01042-KBB (N.D. OHIO) AND RECEIVE A PAYMENT AS A MEMBER OF THE ADVERSE ACTION CLASS.

<i>Type or Print in the Boxes Below. Do NOT Use Red Ink, Pencil, or Staples.</i>		
First Name	MI	Last Name
Mailing Address		
City	State	Zip
Tel (Day):	Tel (Eve):	
Email Address:		

SIGNATURE AND CERTIFICATION UNDER PENALTY OF PERJURY

By signing below, I confirm that I do not recall affirmatively withdrawing my application for employment at KAG.

I hereby declare under penalty of perjury that to the best of my knowledge and belief the information provided on this Claim Form is true and correct	
<u>Signature:</u>	<u>Date (mm/dd/yyyy):</u>

Your Claim Form must be postmarked, emailed, or submitted online at [URL] no later than [date]. If you have any questions, please call [XXX-XXX-XXXX] or visit [URL].

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT I

SETTLEMENT ADMINISTRATION PROTOCOL

This Settlement Administration Protocol (the “Protocol”) is a part of the Stipulation of Settlement (“Stipulation” or “Stipulation of Settlement”) entered into by and between Plaintiff Dwayne Ballard and Defendant The Kenan Advantage Group, Inc. in the case entitled *Dwayne Ballard, on behalf of himself and others similarly situated v. The Kenan Advantage Group, Inc.*, Case No. 5:20-cv-1042, in the United States District Court for the Northern District of Ohio, and shall be used by the Settlement Administrator to review, address, implement, and process those Claim Forms submitted pursuant to the Stipulation and otherwise implement the terms of the Claims procedures in the Stipulation. All capitalized terms used in this Protocol shall have the same meaning given them in the Stipulation. To the extent there is any conflict between the Stipulation and this Protocol, the Stipulation shall govern.

1. Settlement Administrator’s Role and Duties

- (a) The Settlement Administrator must consent, in writing, to serve and shall abide by the obligations of the Stipulation, this Protocol, and the Orders issued by the Court.
- (b) Except as otherwise provided for by the Stipulation, the Settlement Administrator shall be reimbursed directly from the Final Payable Amount for reasonable costs, fees, and expenses of providing notice to the Settlement Classes and administering the Settlement in accordance with the Stipulation. The Settlement Administrator shall provide a copy of all invoices and charges to Class Counsel when transmitting the same to Defendant.
- (c) The Settlement Administrator shall create and administer a fund, into which Defendant will pay the Final Payable Amount which shall not exceed \$938,068.00, pursuant to the terms of the Stipulation. The Settlement Administrator, within the

meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for timely filing any required tax returns for and paying from the fund any taxes owed with respect to the Final Payable Amount.

- (d) The Settlement Administrator warrants that it knows of no reason why it cannot fairly and impartially administer the procedures set forth in the Stipulation.
- (e) The Settlement Administrator shall keep a clear and careful record of all communications with Class Members, all Claim Forms, all expenses, and all tasks performed in administering the procedures set forth in the Stipulation
- (f) Within 14 calendar days after the Court enters the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator all the following information (where readily available) about the Class Members in a format requested by the Settlement Administrator: (1) name; (2) email address and telephone number at the time a background report was requested; (3) mailing address at the time a background check was requested; and (4) social security number. The Settlement Administrator will not divulge this class list or information on this list to Class Counsel or any other attorney representing Named Plaintiff in the Civil Action, other than the number of Class Members. The Settlement Administrator will keep the list strictly confidential, use it only for the purposes described herein, and take adequate safeguards to protect confidential or private information.
- (g) The Settlement Administrator shall receive requests for exclusion or opt-out requests from Class Members and inform Class Counsel and Defense Counsel of the number of such requests thereof within 10 calendar days after resolution of all

deficient Claim Forms. The Settlement Administrator will also provide a complete list of Class Members who have effectively opted out and copies of the opt-out requests to Class Counsel and Defense Counsel within 10 calendar days after the deadline for submission of opt-out requests. If the Settlement Administrator receives any requests for exclusion or opt-out requests after the deadline for the submission of such requests, the Settlement Administrator shall promptly inform Class Counsel and Defense Counsel of the number of such requests.

- (h) The Settlement Administrator shall make all reasonable efforts to administer the Claim Forms efficiently and to avoid unnecessary fees and expenses. As soon as work commences, the Settlement Administrator shall provide a detailed written accounting of all fees and expenses on a regular basis to Class Counsel and Defense Counsel, and shall respond promptly to inquiries by Class Counsel and Defense Counsel concerning the administration and notice fees and expenses.
- (i) The Parties are entitled to observe and monitor the performance of the Settlement Administrator to assure compliance with the Stipulation and this Protocol. The Settlement Administrator shall promptly respond to inquiries from Class Members and provide a complete response following an inquiry and request for information made by Defendant, Defense Counsel, or Class Counsel. In addition, the Settlement Administrator shall have authority to resolve, in good faith, any disputes regarding the validity or timeliness of an opt-out to the Settlement pursuant to the terms set forth in the Stipulation.

2. Locating, Obtaining, and Submitting Claim Forms

- (a) The Claim Form, which is substantially similar to the form that is attached as Exhibit H to the Stipulation, shall be available (i) on the Settlement website at [www.\[xxx\].com](http://www.[xxx].com), (ii) in response to requests through the toll-free voice response unit with message and interactive voice response (IVR), and (iii) through contacting (by telephone or by mail or other similar service) the Settlement Administrator and requesting a copy of the Claim Form be sent to them. The Claim Form on the settlement website and the hard copy Claim Form shall be consistent in all substantive respects.
- (b) The Claim Form may be rejected and thus treated as if it was not submitted for the reasons identified in Paragraph 3(b), below.
- (c) Members of the Adverse Action Class may submit a timely Claim Form to the Settlement Administrator prior to, but not after, the Bar Date.
- (d) Claim Forms may be submitted by mail or other similar delivery service, or online through a web-based Claim Form at the Settlement website, [www.\[xxx\].com](http://www.[xxx].com). To access and submit Claim Forms online, members of the Adverse Action Class shall be required to first enter a unique claim number. The initial and all subsequent notice to each member of the Adverse Action Class shall include a unique claim number.
- (e) The Settlement Administrator shall establish and maintain a Settlement website, [www.\[xxx\].com](http://www.[xxx].com), that shall be easily accessible through commonly used internet service providers for the online submission of Claim Forms. The Settlement Website shall be designed to permit members of the Adverse Action Class to readily

and easily submit the Claim Form and obtain information about the members of the Adverse Action Class' rights and options under the Stipulation. The Settlement Administrator shall be solely responsible for receiving and processing the Claim Forms and for promptly delivering blank Claim Forms to members of the Adverse Action Class upon request.

- (f) Prior to the dissemination of the Class Notice, the Settlement Administrator shall also establish a toll-free telephone number, through which Class Members may obtain information about the Civil Action and the Settlement. In addition, prior to dissemination of the Class Notice, the Settlement Administrator shall establish an email address for Class Members to submit inquiries regarding the Settlement.

3. Claim Form Review and Processing

- (a) The Settlement Administrator shall begin the claims procedure so that it is completed prior to the Bar Date.
- (b) Claim Forms that do not meet the requirements set forth in the Stipulation and in the Claim Form instructions shall be rejected, though the Settlement Administrator will give notice to the member of the Adverse Action Class of the deficiency and 7 calendar days to respond to such deficiency before the Claim Form can be rejected. Where a good faith basis exists, the Settlement Administrator may reject a member of the Adverse Action Class' Claim Form for, among other reasons, the following:
 - i. Failure to fully complete and/or personally sign the Claim Form;
 - ii. Illegible Claim Form;
 - iii. The person submitting the Claim Form is not a member of the Adverse Action Class;

- iv. The Claim Form is fraudulent;
 - v. The Claim Form is duplicative of another Claim Form;
 - vi. The person submitting the Claim Form requests that payment be made to a person or entity other than the member of the Adverse Action Class for whom the Claim Form is submitted;
 - vii. Failure to submit a Claim Form by the deadline; and/or
 - viii. The Claim Form otherwise does not meet the requirements of the Stipulation.
- (c) The Settlement Administrator shall determine whether a Claim Form meets the requirements set forth in the Stipulation. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine in accordance with the terms and conditions of the Stipulation the extent, if any, the Claim Form is valid. The Settlement Administrator shall have the authority to determine whether a Claim Form submitted by any member of the Adverse Action Class is complete and timely. The Settlement Administrator will give notice to the member of the Adverse Action Class of any deficiency in the Claim Forms and will give the member of the Adverse Action Class 7 calendar days to respond to any deficiency, as described above. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent Claim Forms.
- (d) The Claim Form will be deemed to have been submitted when posted, if received with a postmark or equivalent mark by a courier company indicated on the envelope or mailer with the instructions set out in the Claim Form. In all other cases, the

Claim Form shall be deemed to have been submitted when it is electronically submitted or emailed to the Settlement Administrator.

(e) The Settlement Administrator shall gather, review, prepare, and address the Claim Forms received pursuant to the Stipulation as follows:

- i. Claim Forms that have been properly submitted shall be designated as “Approved Claims.” The Settlement Administrator shall examine the Claim Form before designating the Claim as an Approved Claim, to determine that the information on the Claim Form is reasonably complete and contains sufficient information to enable a payment.
- ii. No member of the Adverse Action Class may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear on behalf of the same members of the Adverse Action Class (“Duplicative Claim Forms”). If necessary, the Settlement Administrator shall determine whether there is any duplication of Claim Forms by contacting the member(s) of the Adverse Action Class or their counsel.
- iii. The Settlement Administrator shall designate any such Duplicative Claim Forms as rejected, and the initial Claim Form as accepted. The Settlement Administrator shall have 7 calendar days from the Bar Date, or, in the case of a deficient Claim Form, 7 calendar days from the deadline for the Settlement Class member to respond to the deficiency, to exercise the right of rejection. The Settlement Administrator shall notify the member of the Adverse Action Class using the contact information provided in the Claim Form of the rejection. Class Counsel and Defense Counsel shall be

provided with copies of all such notifications to members of the Adverse Action Class.

- iv. The Settlement Administrator shall exercise all usual and customary steps to prevent fraud and abuse, and take any reasonable steps to prevent fraud and abuse in the claims process. The Settlement Administrator may, in its discretion, deny, in whole or in part, any Claim Form to prevent actual or possible fraud or abuse.
 - v. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate to further the purposes of the Stipulation if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claim Forms, including, but not limited to, rejecting a Claim Form to prevent actual or possible fraud or abuse.
 - vi. A Claim Form that is rejected, for any reason, will be deemed to have never been submitted.
- (f) The Settlement Administrator shall provide periodic reports to Class Counsel and Defense Counsel regarding the implementation of the Stipulation and this Protocol.
- (g) Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall provide Class Counsel and Defense Counsel a declaration confirming that the Class Notice and related forms were mailed to all members of the Settlement Classes, the dates the Class Notice was sent, the number of undeliverable notice, the number of valid claims submitted, the number of opt-outs, and the number of objections, as well as any

additional information Class Counsel and Defense Counsel deem appropriate to provide to the Court.

4. Individual Settlement Payment Calculation and Payment

- (a) The relief to be provided to eligible members of the Settlement Classes shall be as set forth in the Stipulation.
- (b) As specified in the Stipulation, the Settlement Administrator shall determine the amount of the Settlement payments and whether a member of the Adverse Action Class submitted a valid, complete, and timely Claim Form.
- (c) The Settlement Administrator shall calculate the total number of members of the Adverse Action Class by subtracting the number of persons who submitted a timely, valid opt-out request from the total number of potential members of the Adverse Action Class.
- (d) Within 10 calendar days after the later of the final Bar Date or the resolution of all deficient Claim Forms, the Settlement Administrator shall promptly provide a written report to Defense Counsel and Class Counsel of the Final Payable Amount, including the total number of Authorized Claimants, the total amount to be distributed to the Authorized Claimants, the pro rata amount each Class Member will receive, and the amount of Settlement Administration Expenses. The Settlement Administrator shall determine these amounts by following the process outlined in Exhibit J to the Stipulation.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT J

The Settlement Administrator shall determine the Final Payable Amount as follows if the Settlement becomes effective:

1. Subtract all of the following amounts, as approved by the Court, from the amount of the Common Fund allocated to the Disclosure Class, \$497,568: Attorneys' Fees attributable to the Disclosure Class ($\$497,568 / 3$), Attorneys' Expenses, and Settlement Administration Expenses (up to \$29,993).¹
2. Calculate the pro rata amount payable to each Disclosure Class Member by taking the amount in No. 1 and dividing it by the total number of 10,366 Disclosure Class Members minus any Disclosure Class Members who opted out.
3. Multiply the number of timely, valid claims from Adverse Action Class Members by \$273.85.
4. If the amount in No. 3 is less than or equal to \$64,628 [the 15% floor amount ($236 \times \$273.85$)], then:
 - a. The maximum amount due from Defendant is \$740,639.
 - b. Each participating Adverse Action Class Member (i.e., those submitting timely, valid claims) is entitled to a payment of \$273.85 in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class.
 - c. If the amount in 4(b) is less than \$64,628, the amount remaining after allocating \$273.85 to each participating Adverse Action Class Member shall be used first to pay any Settlement Administration Expenses, and if any amount is still remaining, that amount shall go to the cy pres beneficiary.
5. If the amount in No. 3 is greater than \$64,628, then:
 - a. Calculate the amount due from Defendant for payments to the Adverse Action Class Members by multiplying the number of timely, valid claims \times \$182.57.
 - b. Determine the maximum amount due from Defendant by adding the amount in No. 5(a) to \$651,068.
 - c. If the amount in No. 5(b) is less than \$740,639, then the maximum amount due from Defendant is \$740,639. Calculate the amount of each Adverse Action Class

¹ Claims Administration Expenses shall first be paid using any excess amounts based on the number of claims made by Adverse Action Class Members, as provided in Nos. 4(c) and 5(c). If, after applying the excess amounts in Nos. 4(c) or 5(c), there are remaining Claims Administration Expenses, the remaining expenses shall be deducted from the gross amount of \$497,568 that is allocated to the Disclosure Class.

Member's pro rata share by multiplying the number of participating Adverse Action Class Members in excess of 15% of the total Adverse Action Class Members by \$182.57, adding the result to \$64,628 and dividing by the total number of participating Adverse Action Class Members. For example, if 311 Adverse Action Class Members submit claims, they would each be entitled to a payment of \$251.83 $[(75 \times \$182.57) + \$64,628 = \$78,320.75 / 311 = \$251.83]$. The \$251.83 payment would be in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class. If any amount is remaining after allocating \$251.83 to each participating Adverse Action Class Member, it shall be used first to pay any Settlement Administration Expenses, and if any amount is still remaining, that amount shall go to the cy pres beneficiary.

- d. If the amount in No. 5(b) is greater than \$740,639, then the maximum amount due from Defendant is the amount in No. 5(b). Each participating Adverse Action Class Member (i.e., those submitting timely, valid claims) would be entitled to a payment of \$182.57 in addition to their pro rata share of the amount of the Common Fund allocated to the Disclosure Class.

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT K

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (“**Agreement**”) is entered into voluntarily by and between Plaintiff Dwayne Ballard (“**Consumer**” or “**Plaintiff**”) and Defendant The Kenan Advantage Group, Inc. (“**KAG**” or “**Defendant**”) (collectively, the “**Parties**”) to settle fully and finally all individual claims made, or that could have been made, by Consumer against Defendant, including those made in *Dwayne Ballard v. The Kenan Advantage Group, Inc.*, Case No. 5:20-cv-01042 (N.D. Ohio) (the “**Litigation**”).

WHEREAS, Consumer is the Named Plaintiff in the Litigation and has asserted claims on behalf of himself and a class of consumers;

WHEREAS, in the Litigation, Consumer alleges that Defendant procured a consumer report about him and took adverse action against him based on the consumer report without complying with applicable law;

WHEREAS, Defendant denies Consumer’s allegations and further denies that it engaged in any alleged unlawful, unfair or improper conduct;

WHEREAS, the Parties have entered into a Stipulation of Settlement, which is incorporated herein by reference, to resolve the Litigation on a class-wide basis and intend, through this Agreement, to memorialize their intent to fully and finally resolve any and all claims and disputes between them, including but not limited to Plaintiff’s individual claims asserted in or embraced by the Litigation;

NOW, THEREFORE, for full and valuable consideration, and based upon the foregoing recitals and the terms, covenants and conditions contained herein, the Parties voluntarily agree as follows:

1. **General Release.** In consideration for this Agreement and the Service Award set forth in the Stipulation of Settlement, Consumer for himself and his heirs, assigns, executors, administrators, agents and successors, past and present (collectively, the “**Consumer Affiliates**”), hereby fully and without limitation releases, and forever discharges the “**Released Parties**” (defined below), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action (whether in law or in equity), suits, damages, losses, attorneys’ fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected (collectively, the “**Released Claims**”), that Consumer and/or the Consumer Affiliates have or may have or may claim to have against some or all of the Released Parties for any acts or omissions on or before the date that Consumer signs this Agreement. To the maximum extent allowed by applicable law, the Released Claims include but are not limited to those claims that arise out of or are related in any way to Consumer’s denial of employment with Defendant, including any alleged violation of any federal or state laws, regulations and/or rules, including the federal Fair Credit Reporting Act (FCRA) and state law equivalents, the California Fair Employment and Housing Act, and the California Private Attorneys General Act, as well as common law duties, including unfair competition, unfair business practices, negligence, defamation, false light, infliction of emotional distress and invasion of privacy. The Released

Claims do not include any claim that cannot be released by private agreement based on applicable law and this Agreement also does not prevent Consumer from filing a charge or participating in an investigation by the EEOC, NLRB, SEC or DOL or any like local agency. The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the Released Claims, and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

(a) “Released Parties” shall mean: (i) Defendant; (ii) Defendant’s past, present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (iii) the past, present and future shareholders, officers, directors, members, agents, employees, independent contractors, vendors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii).

(b) Consumer agrees that, to the extent any Released Claims against Defendant and/or the other Released Parties might be encompassed within or by any pending or future class action, representative action or collective action, Consumer and the Consumer Affiliates will affirmatively “opt out” of or otherwise not elect to participate in that action and will not directly or indirectly seek nor accept any recovery therein for those Released Claims.

(c) Consumer expressly agrees to waive all rights under Section 1542 of the California Civil Code, which reads as follows:

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

2. **Waiver of Future Employment:** Consumer agrees that he will not seek or accept employment, or work as an independent contractor or temporary worker, with Defendant in the future, and that Defendant is in no way obligated to hire, employ, or retain him. Consumer also agrees that if he is hired, employed, or retained by Defendant, his relationship with Defendant may be immediately terminated pursuant to this provision, and that Consumer relieves Defendant from all liability and will not assert any claim against Defendant for doing so.

3. **No Assignment.** Consumer warrants that he and/or the Consumer Affiliates have made no assignment, and will make no assignment, of the Released Claims, and that no other person or entity of any kind had or has or claims to have any interest therein, including any lien for attorneys’ fees and costs or otherwise.

4. **No Admission of Liability.** It is expressly understood and agreed that this Agreement and the Stipulation of Settlement are entered into solely for the purpose of avoiding

the expense and inconvenience of further litigation, and that neither this Agreement nor the Stipulation of Settlement is to be construed as an admission of any liability whatsoever by Defendant or the other Released Parties.

5. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is declared invalid or unenforceable, the ruling will not affect the validity and enforceability of any other provision of this Agreement.

6. **Entire Agreement; Integration.** Consumer warrants that no promise or inducement has been offered or made to Consumer except as herein set forth and that the consideration described above and in the Stipulation of Settlement will be the sole consideration for this Agreement. This Agreement, along with the Stipulation of Settlement, is a complete agreement and states fully all agreements, understandings, promises and commitments as between Consumer and Defendant as to the matters encompassed by the Agreement. It is understood and agreed by Consumer that, other than the Stipulation of Settlement, this Agreement specifically supersedes any and all prior agreements and understandings, written or oral, express or implied, between Consumer and Defendant.

7. **No Waiver.** Failure by any Released Party to insist on compliance by Consumer with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition.

8. **Governing Law and Forum.** This Agreement is made under the laws of the State of Ohio, including its statutes of limitation, without regard to otherwise applicable principles of conflicts of laws, whether of the State of Ohio or any other jurisdiction. Any action arising out of or relating to this Agreement must be brought in either an appropriate court of the State of California or the U.S. District Court for the Central District of California.

9. **Execution.** Delivery of executed signature pages in one or more counterparts shall be sufficient to render this Agreement effective in accordance with its terms. Each counterpart shall be deemed an original, but all counterparts collectively shall constitute only one instrument. The Parties agree that a copy of this Agreement is binding and valid just as the signed original would be binding and valid.

10. **Authority to Execute.** Each of the Parties represents and warrants that it is competent to enter into this Agreement and has the full right, power and authority to enter into and perform the obligations under this Agreement.

11. **Representation by Counsel.** Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. In particular, Consumer represents that he has carefully read and fully understands each of the provisions of this Agreement, that he had the opportunity to confer with legal counsel, and that he is voluntarily entering into this Agreement.

12. **Claimed Ambiguities.** Consumer agrees that any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against Defendant as the party that drafted it has no application and is expressly waived by Consumer.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and General Release of All Claims on the dates set forth hereinafter.

Dated: _____

DWAYNE BALLARD

Dated: _____

THE KENAN ADVANTAGE GROUP, INC.

By: _____

Name: _____

Title: _____

***Dwayne Ballard v. The Kenan
Advantage Group, Inc., et al.***

Case No. 5:20-cv-1042-KBB

Exhibits to Stipulation of Settlement

EXHIBIT L

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

DWAYNE BALLARD,

Plaintiff,

vs.

**THE KENAN ADVANTAGE GROUP,
INC.,**

Defendant.

Case No. 5:20-cv-1042

Magistrate Judge Kathleen B. Burke

**PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Unopposed Motion of Plaintiff Dwayne Ballard (“Plaintiff”) for Preliminary Approval of Class Action Settlement (“Motion”) was submitted to the Court on August 23, 2021. The Court, having considered the Stipulation of Settlement,¹ and the Settlement Protocol, the Class Notices to the Disclosure and Adverse Action Classes, the calculation of settlement payments, and the declaration of counsel filed concurrently with this Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, memorandum of points and authorities in support thereof, and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court **GRANTS** preliminary approval of the class action settlement as set forth in the Stipulation and finds its terms to be within the range of reasonableness of a settlement that

¹ All capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to them in the the Stipulation of Settlement.

ultimately could be granted approval by the Court at a Final Approval hearing. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate, and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the settlement is the result of arm's-length negotiations conducted after Plaintiff and/or his counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of experienced mediators Jill R. Sperber and the Honorable Diane Walsh (Ret.) in the settlement process supports the Court's conclusion that the settlement is non-collusive and reasonable. The settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

2. Class Members who do not effectively opt out of the Settlement as provided herein may object to the terms of the Settlement and participate at the Final Approval Hearing. Class Members seeking to file a written objection to the terms of the Settlement must submit the written objection to the Settlement Administrator and/or file it with the Court and provide notice to all counsel identified in Sections 1.6 and 1.14 of the Stipulation of Settlement no later than 35 calendar days after the original date on which the Settlement Administrator emails or mails the initial notice. Written objections must be signed by the objector and must include (1) the name of the Civil Action and case number, "*Dwayne Ballard v. The Kenan Advantage Group, Inc.*, Civil Action No. 5:20-cv-1042;" (2) the objector's name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Class Member; (4) the grounds for the objection, including supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Any interested party can file

a reply to any objection to the Settlement no later than 5 court days before the Final Approval Hearing, or as otherwise directed by the Court. To the extent a timely objection is withdrawn before final approval, such an objection shall be treated as though no objection has been made.

3. The procedures and requirements for submitting objections in connection with the Final Approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

4. For purposes of the Settlement, the Court finds that the proposed Settlement Classes are ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for Settlement purposes only, the Court grants conditional certification of the following Settlement Classes as follows:

The **Disclosure Class**, which includes:

All persons residing in the United States: (1) who applied for a company driver position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) during the Class Period; (2) about whom Defendant procured a Consumer Report; and (3) whom Defendant did not hire.

The **Adverse Action Class**, which includes:

All persons residing in the United States: (1) who are members of the Disclosure Class; and (2) who are listed on KAG's Tenstreet tracking notes with at least one reference to "MVR," "DAC," "Speed" or "Fals."

5. For purposes of the Settlement, the Court designates Dwayne Ballard as Class Representative, and designates CounselOne, P.C. and O'Toole, McLaughlin, Dooley & Pecora Co., L.P.A. as Class Counsel.

6. The Court designates American Legal Claim Services, LLC as the third-party Settlement Administrator for disseminating notices.

7. The Court approves, as to form and content, the Class Notices attached as Exhibits B and C of the Stipulation.

8. The Court finds that the form of notice to the Settlement Class Members regarding the pendency of the action and of the Settlement Agreement and the methods of giving notice to Settlement Class Members constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all Class Members. The form and method of giving notice complies fully with the requirements of the Federal Rules of Civil Procedure and the United States Constitution and other applicable law.

9. The Court further approves the procedures for Class Members to opt out of or object to the settlement, as set forth in the Class Notices and the Settlement Agreement. Class Members wishing to opt out of the Settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes (a) their full name, (b) the last four digits of their social security number, and (c) a clear statement communicating that they elect to be excluded from the Settlement Classes, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; and (d) the case name and case number. Class Members must opt-out of the Settlement individually. Any opt-out must be postmarked on or before the Bar Date.

10. The Court directs the Settlement Administrator to send the Class Notice to Settlement Class Members in accordance with the terms of the Stipulation.

11. The Final Approval hearing on the question of whether the Stipulation should be finally approved as fair, reasonable, and adequate is scheduled on _____ 2021, at _____ p.m. in Room 480 of this Court, located at the John F. Seiberling Federal Building and U.S. Courthouse, Two South Main Street, Akron, Ohio 44308-1813. The Court may, in its discretion, schedule the Final Approval Hearing virtually due to the ongoing COVID-19 pandemic. The Court

reserves the right to continue the date of the Final Approval hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

12. At the Final Approval hearing, the Court will consider: (a) whether the Stipulation of Settlement should be approved as fair, reasonable, and adequate for the Settlement Classes; (b) whether a judgment granting final approval of the Stipulation of Settlement should be entered; and (c) whether Plaintiff's request for a Service Award, Settlement Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses should be granted.

13. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the settlement and Plaintiff's request for a Service Award, Settlement Administration Expenses, and Class Counsel's Attorneys' Fees and Expenses prior to the Final Approval hearing according to the time limits set by the Federal Rules of Civil Procedure.

14. Pending the Final Approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Order, are stayed.

15. Counsel for the Parties are hereby authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

16. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the settlement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated:

The Honorable Kathleen B. Burke
United States Magistrate Judge