

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

Bankhead v. First Advantage Background Services Corp., No. 1:17-cv-02910-LMM

NOTICE OF CLASS ACTION SETTLEMENT

You should have received a notice in the mail or email regarding this settlement. This notice provides more detail regarding the Settlement. You received a notice in the mail or email because records indicate that First Advantage Background Services Corp. (“Defendant” or “First Advantage”) may have furnished a background check report about you that contained a criminal record older than seven years that did not result in a conviction. Your legal rights will be affected by the Settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the Settlement, and your legal rights, including the process for receiving a settlement check, excluding yourself from the Settlement, or objecting to the Settlement.

This is a Court-authorized notice of a proposed settlement in a class action lawsuit.

- There are two categories of Class Members. Approximately 20,628 Class Members are Entitled to Autopay. These Class Members do not have to file a Claim Form in order to receive a payment.
- Other Class Members will not be paid unless they return a Claim Form. They are approximately 4,315 Class Members who must receive a Claim Form to receive a payment.
- Your individual mailed notice or the email notice you may have received indicates which category you are in. If you have questions about your class membership, you can contact the Settlement Administrator.
- Payments to participating Class Members are likely to be between \$56 and \$58 each. The final amount of monetary payments you will receive depends the number of claims filed, and other factors, as further described in the Settlement Agreement.
- The Court still has to decide whether to approve this settlement, which may take some time.

ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS MAY BE FOUND AT: www.bankheadsettlement.com. You may also call the Settlement Administrator toll-free at (844) 546-2346.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE COURT OR THE CLERK’S OFFICE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	<p><i>Class Members Entitled to Autopay.</i> If you do nothing, you will receive an automatic payment. The amount of the payment will vary depending on a variety of factors, but it is estimated to be between \$56 and \$58. It could be more or less than this amount. You will release any claim you may have against First Advantage.</p> <p><i>Class Members Not Entitled to Autopay.</i> If you received a Claim Form in the mail, or if the email notice you received said you need to file a Claim Form to receive a payment, you must submit a Claim Form by July 9, 2019 in order to receive a payment. If you do nothing, you will not be paid and you will release any claim you may have against First Advantage.</p>
Submit a Claim Form	<p><i>Class Members Not Entitled to Autopay.</i> If you received a Claim Form in the mail, or if the email notice you received said you need to file a Claim Form to receive a payment, you must submit a Claim Form online or by mail postmarked by July 9, 2019 in order to be paid. The amount of the payment will vary depending on a variety of factors, but it is estimated to be between \$56 and \$58. It could be more or less than this amount.</p>
Exclude Yourself	<p>If you exclude yourself from the Settlement, you will not receive any monetary payment. By excluding yourself, you will not release any claim you may have against First Advantage</p>
Object	<p>You may tell the Court why you believe the Settlement should not be approved. If the Settlement is not approved, no one will be paid.</p>

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BASIC INFORMATION

1. Why am I seeing this Notice?

The Court in this case has approved the posting of this Notice on a website so that it could be viewed by Class Members. The Class Members are

All natural persons upon whom Defendant produced one or more reports which included one or more records older than seven years which included a term listed in Exhibit A to the Settlement Agreement in the disposition field from June 23, 2015 through January 27, 2019

Exhibit A to the Settlement Agreement is posted on the Settlement Website, www.bankheadsettlement.com. If you are unsure of whether you are in one or both of the Settlement Classes, you can contact the Settlement Administrator at 1-844-546-2346.

Class membership is determined on the basis of First Advantage's records. If you are unsure of whether you are a Class Member, you can contact the Settlement Administrator at 1-844-546-2346.

If you are a Class Member, you should have received an e-mail and/or postcard mailing informing you whether you are a member of the Class Members Entitled to Autopay or if you are a member who is required to submit a Claim Form before receiving payment.

You are one of the Class Members Entitled to Autopay if you are an individual upon whom Defendant produced one or more reports which included one or more records older than seven years which included a term listed in Exhibit B to the Settlement Agreement in the disposition field from June 23, 2015 through January 27, 2019. Exhibit B to the Settlement Agreement is posted on the Settlement Website, www.bankheadsettlement.com. As explained in paragraph 5 below, if you are within this group, you need not submit a Claim Form to receive a payment.

If you are not in this group, you need to submit a Claim Form to receive a payment. If you are not sure whether you need to submit a Claim Form or not, you should contact the Settlement Administrator. The notice you received in the mail or email should also indicate whether you are required to submit a Claim Form to receive payment.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: www.bankheadsettlement.com. This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the United States District Court for the Northern District of Georgia. The lawsuit is called *Bankhead v. First Advantage Background Services Corp.*, Case No. 1:17-cv-02910-LMM. Latonya Bankhead and Justin Hall, the people who filed this lawsuit, are called the Plaintiffs, and First Advantage is called the Defendant.

2. What is the lawsuit about?

Plaintiffs allege that First Advantage violated the Fair Credit Reporting Act ("FCRA") by allegedly producing background reports on certain individuals containing non-conviction information older than seven years from the date of the report. Plaintiffs allege that this reporting caused harm and violated the law.

First Advantage vigorously denies the Plaintiffs' claim and denies all liability to Plaintiffs and the Class. First Advantage denies that it has violated the FCRA in any manner whatsoever, and has raised a number of defenses to the claims asserted.

The Parties are settling the lawsuit to avoid the risks, uncertainties and expenses associated with contested litigation. No court has found First Advantage to have violated the law in any way. No court has found that the Plaintiffs or the Class could recover any amount in this lawsuit.

Although the Court has authorized notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. One court resolves the issues for everyone in the class -- except for those people who choose to exclude themselves from the class. Any settlement of the case resolves the claims for all people in the class. The lawyers appointed by the Court to represent the Class are called “Class Counsel.”

The proposed Settlement in this case would fully and finally resolve, on the terms described below and in the Settlement Agreement, any claims you may have against First Advantage relating to the background report they prepared on you.

4. Why is there a settlement?

The Court did not decide this case in favor of the Plaintiffs or in favor of First Advantage. If approved, the Settlement will stop the Parties from litigating anymore. If the lawsuit continued, First Advantage would seek the dismissal of the case and oppose class certification, and therefore the potential exists that the Class would receive nothing. There also is the possibility that First Advantage would be required to pay more than it has agreed to pay as a result of the Settlement.

Class Counsel investigated the facts and law regarding the Plaintiffs’ claims and First Advantage’s asserted defenses. The Parties engaged in extensive and arms-length negotiations to reach this settlement. Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Both sides agree that, by settling, First Advantage is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

WHO IS IN THE SETTLEMENT

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

You are part of the Settlement Class if you are a person upon whom Defendant produced one or more reports which included one or more records older than seven years which included a term listed in Exhibit A to the Settlement Agreement in the disposition field from June 23, 2015 through January 27, 2019. If you are part of the Settlement, you should have received a notice in the mail or in your email.

You are among the approximately 20,628 Class Members entitled to receive an automatic payment if you are an individual upon whom Defendant produced one or more reports which included one or more records older than seven years which included a term listed in Exhibit A to the Settlement Agreement in the disposition field from June 23, 2015 through January 27, 2019. This group of individuals is known as the Class Members Entitled to Autopay, and if you are in this group you will receive an automatic payment so long as you do not opt out of the Class or object to this settlement.

If you are not a Class Member Entitled to Autopay you must submit a Claim Form to receive a payment. The notice you received in the mail or email indicates whether you are required to submit a Claim Form to receive a payment. The Claim Form requires you to attest First Advantage prepared and provided to a third party a

background report regarding the Class Member that included a criminal charge that predated the First Advantage report by more than seven years and that the charge did not result in a criminal conviction. Upon request made by the Class Member to the Settlement Administrator or Class Counsel and forwarded to First Advantage, First Advantage shall provide the Class Member with a copy of the report at issue.

If you are not certain as to whether you are a Class Member, or whether you are required to file a Claim Form, you may contact the Settlement Administrator to find out. The Administrator can be reached at 1-844-546-2346. The question of class membership will be determined based on First Advantage's records and investigation.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides money and injunctive relief for Settlement Class Members. First Advantage will provide a settlement fund of \$1,975,000. This money will be available for payment to approximately 24,943 Class Members, and will also be used to pay for any court-approved attorneys' fees and costs, Class Representative service payments, and administration costs.

The exact amount each Class Member will receive will depend on the amount of fees, service payments and costs, as well as the number of qualifying Claim Forms returned. Class Members Entitled to Autopay will receive a payment without submitting a Claim Form. It is estimated that Settlement Class Members will receive between \$56 and \$58 each. The ultimate amount could be more or less than this estimate. Class Members Entitled to Autopay will receive the same amount as those who submit a qualifying Claim Form.

The notice you received in the mail or email will tell you if you are a Class Member Entitled to Autopay, in which case you do not need to submit a Claim Form. The mail or email notice will also tell you if you are **not** a Class Member Entitled to Autopay, in which case you need to submit a Claim Form to be eligible to receive money from the Settlement.

In addition to a monetary benefit, the Settlement also provides injunctive relief. Defendant will conduct training sessions with its employees to reinforce their education regarding compliance with the FCRA's prohibition on reporting certain aged non-conviction records. Defendant will audit its obsolescence filters to flag dispositions that are in all instances non-convictions that antedate the report by more than seven years, and if appropriate, remove those dispositions from further reports. Defendant will also take measures to apply its obsolescence filters to a category of reports known as "non-channeler FBI Reconciliation Reports" to prevent the reporting of dispositions that are in all instances non-convictions (as set forth on Exhibit A to the Settlement Agreement) that antedate the report by more than seven years, unless permitted by the FCRA.

7. How can I get a payment?

If you are a Class Member Entitled to Autopay, you do not need to do anything to get a payment. If you are not a Class Member Entitled to Autopay, you need to return the Claim Form that was emailed or mailed to you, postmarked on or before **July 9, 2019**. You may also submit a claim online at www.bankheadsettlement.com. The completed Claim Form must be signed and dated. The Claim Form requires you to attest First Advantage prepared and provided to a third party a background report regarding the Class Member that included a criminal charge that predated the First Advantage report by more than seven years and that the charge did not result in a criminal conviction. Upon request made by the Class Member to the Settlement Administrator or Class Counsel and forwarded to First Advantage, First Advantage shall provide the Class Member with a copy of the report at issue.

Your interest as a Class Member will be represented by the Plaintiffs and Class Counsel. You will be bound by any judgment arising from the Settlement.

If you change your address, you must mail a notification of your new address to the Settlement Administrator or submit a change of address online at www.bankheadsettlement.com.

8. When would I get my payment?

The Court will hold a final approval hearing on September 19, 2019 to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Payments to eligible members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to stay in the Class?

Upon the Court's approval of the Settlement, all Class Members (whether or not they have timely submitted a properly completed Claim Form) who have not timely and properly opted out of the Settlement Class will fully release First Advantage from any and all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or that could have been alleged or asserted in the lawsuit, including but not limited to any and all claims under 15 U.S.C. § 1681c, and any analogous state law claims. This release explicitly includes claims for actual damages, statutory damages, and punitive damages, as well as for attorneys' fees and costs.

This release may affect your rights. To view the full terms of the release, which are contained in the Settlement Agreement, please visit www.bankheadsettlement.com.

10. How do I exclude myself from the Settlement?

If you choose to be excluded from the Settlement (or "opt out"), you will not be bound by any judgment or other final disposition of the lawsuit. However, you will not receive any settlement payment. You will retain any claims against Defendant you might have. To opt out, you must state in writing your desire to be excluded from the Settlement Class. To be valid, your submission must be signed and dated, must provide your full name (and former names, if applicable), current address, current telephone number, and the last four digits of your social security number. You also must include an express statement that you wish to be excluded from the terms of the Agreement.

Your request for exclusion must be sent by first class mail, postmarked on or before July 9, 2019, addressed to:

Bankhead v. First Advantage Background Services Corp.
c/o JND Legal Administration
PO Box 91312
Seattle, WA 98111

If the request is not postmarked on or before July 9, 2019, your request for exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court, including the judgment ultimately rendered in the case, and you will be subject to the release referenced in paragraph 9 above.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves, even if you do not submit a Claim Form. If you have a pending lawsuit, you should speak to your lawyer in that case.

12. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you are not part of the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed Berger Montague PC as Class Counsel:

E. Michelle Drake
John G. Albanese
Berger Montague PC
43 SE Main Street, Suite 505
Minneapolis, MN 55414

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees.

14. How will the lawyers and Class Representatives be paid?

Class Counsel have not been paid anything for their representation of the Settlement Class to date. They have paid all the expenses of litigation out of their own pockets. If they were to lose the case, they would be paid nothing.

In connection with this settlement, Class Counsel intend to apply to the Court for payment of attorneys' fees and costs, in an amount not to exceed one-third of the total Gross Settlement Amount, as well as reasonably incurred costs not to exceed \$32,000. The Court will evaluate whether this fee request is reasonable in light of Class Counsel's skill and the risk they undertook in bringing the lawsuit. The Court may award less.

The Court has appointed the Plaintiffs, Latonya Bankhead and Justin Hall, as the Class Representatives. Class Counsel also will seek compensation for their services to the Class Members in an amount of \$3,500 for each Class Representative. This compensation is intended to pay the Class Representatives for the time and effort put into bringing this lawsuit on behalf of everyone in the Settlement Class.

The costs of settlement administration are expected to be approximately \$63,000. If awarded by the Court, all of these amounts will be paid directly out of the settlement fund.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as is. If the Court denies approval, then no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing. If you submit a written objection, you may also appear at the final approval hearing, either in person, or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must include (1) the Objector's full name and current mailing address, (2) the last four digits of the Objector's social security number, (3) the specific reason(s) for the Objection, (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider, and (5) identification of all counsel representing or assisting the Objector, if any. Objections must be submitted to the Court and the Settlement Administrator. Your objection must be submitted with a postmark on or before **July 9, 2019**. The addresses for the Court and Settlement Administrator are:

Court	Settlement Administrator
Richard B. Russell Federal Building 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	Bankhead v. First Advantage c/o JND Legal Administration PO Box 91312 Seattle, WA 98111

Any member of the Settlement Class who does not submit an objection in the time and manner described above will not be permitted to raise that objection later.

16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you believe the Settlement is not fair, adequate, or reasonable. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the litigation no longer affects you.

17. Where and when will the Court decide whether to approve the Settlement?

There will be a final approval hearing to consider approval of the proposed settlement on September 19, 2019 at 2:00 p.m. in the United States District Court at Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. The hearing may be postponed to a later date without further notice. Settlement Class Members should check www.bankheadsettlement.com regularly for any changes to this date. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of settlement; whether the Settlement Class is adequately represented by the Class Representatives and Class Counsel; and whether an order and Final Judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for payment of attorneys' fees and expenses and the Class Representatives' compensation.

You do not need to appear at the hearing. You will be represented at the final approval hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Settlement Class at the final approval hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you timely submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 15 above. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This Notice is only a summary. For a more detailed statement of the matters involved in the litigation or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, File: *Bankhead v. First Advantage Background Services Corp*, Case No. 1:17-cv-02910-LMM. The full Settlement Agreement and certain pleadings filed in the case are also available at www.bankheadsettlement.com or can be requested, in writing or by phone, from the Settlement Administrator.

21. How do I get more information?

You can visit www.bankheadsettlement.com or contact the lawyers representing the Settlement Classes, identified in Paragraph 13 above. **Please do not contact the Court for information.**