

AMENDED HENDERSON/HINES RULE 23(b)(3) AND RULE 23(b)(2)
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Amended Henderson/Hines Rule 23(b)(3) and Rule 23(b)(2) Class Action Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and between: (1) Plaintiff, James Hines (“Plaintiff”), individually and as representative of the Hines Settlement Class, as defined below; and (2) CoreLogic National Background Data, LLC (now known as CoreLogic Background Data, LLC) (“NBD or Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, on February 9, 2012, Tyrone Henderson filed an initial Complaint in the United States District Court for the Eastern District of Virginia, captioned *Tyrone Henderson, et al. v. CoreLogic National Background Data, LLC, et al.*, Civil Action No. 3:12cv97-REP, and on July 17, 2015, Henderson and James Hines jointly filed their Second Amended Class Action Complaint alleging that NBD failed to comply with certain provisions of the FCRA, including 15 U.S.C. §§ 1681k(a)(1), 1681e(b), and 1681i (the “Lawsuit”);

WHEREAS, after extensive arm’s length negotiations in the Lawsuit, extensive discovery and – between this Lawsuit and the Witt Action - seven settlement conferences (three with a private mediator and four before United States Magistrate Judge David J. Novak) over the past five years, as well as numerous additional in-person and telephonic conferences, written exchanges, and ongoing conversations between the Parties themselves, the Parties agreed to the settlement in principle of their disputes in the Lawsuit;

WHEREAS, the Parties are willing to enter into this Settlement Agreement to settle the claims of the Hines Settlement Class because of, among other reasons, the attendant expense, risks, difficulties, delays, and uncertainties of continued litigation;

WHEREAS, Defendant will fund monetary relief for all members of the Hines Settlement Class; all class members will have a no-cost opportunity to access data held by Defendant and to submit requests for information and updates to the data; and the Parties have agreed to provide injunctive relief to the Hines Settlement Class to reflect changes in NBD's business practices at issue in the Lawsuit;

WHEREAS, Plaintiff and Class Counsel, after discovery and investigation, believe that this Settlement Agreement provides fair, reasonable, and adequate relief to the Hines Settlement Class and that it is in the best interest of the Hines Settlement Class to settle, compromise, and dismiss their claims on the merits and with prejudice as to Defendant on the terms set forth below; and

WHEREAS, Defendant denies all claims asserted against it in the Lawsuit, denies that class certification would be appropriate if the case were litigated rather than settled, denies all allegations of wrongdoing and liability, and denies that anyone was harmed by the conduct alleged, but nevertheless desires to settle Plaintiff's claims on the terms and conditions set forth in this Settlement Agreement solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing the proceedings on those issues in the Lawsuit and putting to rest the controversies engendered.

NOW THEREFORE, IT IS AGREED that the Lawsuit and all claims of the Hines Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Defendant on the terms set forth below, subject to the approval of the Court.

The recitals stated above are true and accurate and are hereby made a part of the Settlement Agreement.

I. DEFINITIONS

1.1. As used in this Settlement Agreement, the terms defined below shall have the meanings assigned to them when capitalized in the same fashion as in this Section I.

1.2. “Attorneys’ Fees” means the attorneys’ fees, costs, and expenses applied for by Class Counsel relating to this Settlement Agreement and approved by the Court.

1.3. “Class Counsel” means Consumer Litigation Associates, P.C. and Francis & Mailman, P.C., and their respective attorneys, including as listed on the operative complaint in the Lawsuit.

1.4. “Court” means the United States District Court for the Eastern District of Virginia.

1.5. “Defendant’s Counsel” means Troutman Sanders LLP.

1.6. “Effective Date” is the date on which this Court’s entry of the Final Approval Order and this Court’s order regarding attorneys’ fees have all become final because the following has occurred: (i) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of three (3) business days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed (which date shall be deemed to be thirty-three (33) days following the entry of the Final Approval Order, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the thirty-third (33rd) day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day after such thirty-third (33rd) day); and (iii) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a determination of any such motion or appeal that permits the consummation of the

Settlement. For purposes of this definition, the term “appeal” includes all writ proceedings. For purposes of clarity and not limitation, the Effective Date shall be fourteen (14) days from the date on which the Final Approval Order is entered if no objections or motions for intervention have been filed by that date.

1.7. “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and any subsequent amendments thereto.

1.8. “FCRA State Equivalents” means any statute or regulation of any state, United States territory, the District of Columbia, or Puerto Rico, that has the purpose or effect of regulating the reporting of consumer information and related actions.

1.9. “Final Approval” means the approval of the Settlement Agreement by the Court at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

1.10. “Final Approval Hearing” or “Final Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve this Settlement, enter a judgment, and make such other rulings as are contemplated by this Settlement. The Final Approval Hearing shall be scheduled in accordance with the Notice Plan approved by the Court and following the granting of Plaintiff’s motion for Preliminary Approval of the Settlement.

1.11. “Final Approval Order” means a final order and judgment as entered by the Court giving Final Approval of the Settlement Agreement and dismissing with prejudice Plaintiff’s claims and entering a judgment according to the terms set forth in this Settlement Agreement.

1.12. “First Settlement Check” means the initial payment to each Hines Settlement Class Member, as identified in Sections 7.5.1-7.5.2.

1.13. “Hines Settlement Class” or “Hines Settlement Class Members” means all natural persons who were the subject of search results provided by NBD between February 9, 2007 and January 12, 2012, as identified by Class Counsel to Defendant (approximately 75,400 persons), where: (i) NBD’s Results Returned Database shows a criminal record hit from a state Sex Offender

Registry; (ii) NBD did not return a date of birth to its customers for the Sex Offender Registry hit; (iii) the data file obtained from Watch Systems, LLP contains a publicly available first, middle name/initial, and last name that matches the first, middle name/initial and last name returned by NBD to its customer from the corresponding state; and (iv) either the date of birth provided for that class member by ADP Screening and Selection Services, LLC did not match the date of birth reflected in the data file obtained from Watch Systems, LLP, or the age provided for that class member by ADP Screening and Selection Services, LLC differed by two (2) years or more from the age contained in the data file obtained from Watch Systems, LLP.; provided, however, that “Hines Settlement Class” and “Hines Settlement Class Members” shall exclude: (i) all persons who timely and validly request exclusion from the Hines Settlement Class; (ii) all consumers who would otherwise qualify for membership in the “Hines Settlement Class” for which the consumer previously has released all claims as to the Defendant; (iii) Defendant’s officers, directors, and employees; (iv) Defendant’s attorneys; (v) Plaintiff’s attorneys; and (vi) any judge who has presided over either mediation or disposition of this case and the members of his or her immediate family.

1.14. “Notices” means the notices that will be sent to Hines Settlement Class Members pursuant to the Notice Plan approved by the Court.

1.15. “Multistate Database” means the database containing certain public records maintained by CoreLogic SafeRent, LLC (now known as CoreLogic Rental Property Solutions, LLC) that was produced in discovery by Defendant in the Lawsuit.

1.16. “Notice Plan” means the Court-approved plan for disseminating notice to Hines Settlement Class Members, as described in Section IV.

1.17. “Notice Plan Approval” means the approval of the Notice Plan by the Court, including the method and content of notice to the Hines Settlement Class Members.

1.18. “Payment Notices” means the notices sent to Hines Settlement Class Members at the time of payment.

1.19. “Preliminary Approval” means the preliminary approval of the Settlement Agreement by the Court and conditional certification of the Hines Settlement Class.

1.20. “Released Claims” means those Claims released as set forth in Section 9.3.

1.21. “Released Parties” includes NBD (now known as CoreLogic Background Data, LLC), any direct or indirect parents of NBD, including CoreLogic, Inc., and any subsidiaries, affiliates, or divisions, of Defendant or Corelogic, Inc., including CoreLogic Rental Property Solutions, LLC, and their successors or assigns, and each of their respective present, former or future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, insurers and reinsurers, accountants, attorneys, and any representative of the above.

1.22. “Results Returned Database” means the database containing certain results containing public records returned by NBD to its customers in response to queries submitted by NBD’s customers that was produced in discovery by Defendant in the Lawsuit.

1.23. “Second Settlement Check” means the additional payment to each Hines Settlement Class Member, pursuant to Sections 7.5.1-7.5.2.

1.24. “Service Award” means the amount paid pursuant to Section 7.2.

1.25. “Settlement” means the agreement between the Plaintiff as proposed representative of the Hines Settlement Class, and Defendant, to settle and compromise, fully, finally, and forever, Plaintiff’s and the Hines Settlement Class Members’ claims in the Lawsuit, as memorialized in this Settlement Agreement and the accompanying documents attached hereto.

1.26. “Settlement Administrator” means the administrator for the Settlement Agreement, as identified in Section 3.2.1.

1.27. “Settlement Fund” means the account established pursuant to Section 7.1 herein.

1.28. “Settlement Website” means the Internet website established by the Settlement Administrator for purposes of facilitating notice to, and communicating with, the Hines Settlement Class.

II. NO ADMISSION OF LIABILITY OR TO THE ELEMENTS OF CLASS CERTIFICATION

2.1. Defendant’s Denial of Wrongdoing or Liability. Defendant has asserted and continues to assert many defenses in this Lawsuit and has expressly denied and continues to deny any fault, wrongdoing, or liability whatsoever arising out of the conduct alleged in the Lawsuit. Defendant expressly denies any fault, wrongdoing, or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Lawsuit. The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained in, this Settlement Agreement nor any of the implementing documents or actions taken under them, shall constitute or be construed as any admission of the validity of any claim, any status, or any fact alleged in the Lawsuit or any fault, wrongdoing, violation of law, or liability of any kind on the part of Defendant and/or the Released Parties, or any admission by Defendant and/or the Released Parties of any claim or allegation made in any action or proceeding against Defendant. Defendant has denied and continues to deny each and all of the claims and allegations in the Lawsuit. Neither this Settlement Agreement nor any document referred to herein, nor any action taken to carry out this Settlement Agreement and/or the Settlement, or Defendant’s willingness to enter into this Settlement Agreement, nor any or all negotiations, communications, and discussions associated with the Settlement are, or may be construed as, or may be used in any proceeding as, an admission by or against any or all Defendant of any fault, wrongdoing, or liability whatsoever, or any infirmity of any defenses asserted by Defendant.

2.2. No Admission by Defendant of Elements of Class Certification. Defendant denies that a class should be certified other than for purposes of this Settlement and reserves its rights to

contest any class certification motion should this Settlement Agreement not be approved by the Court. Defendant denies that the Lawsuit could be certified as a class action under Federal Rule of Civil Procedure 23, including Rule 23(b)(3) and Rule 23(b)(2). Nothing in this Settlement Agreement shall be construed as an admission by Defendant that the Lawsuit or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the conditionally-certified Hines Settlement Class if Final Approval of this Settlement is not obtained, or not upheld on appeal, including any review by the United States Supreme Court.

III. PRELIMINARY APPROVAL AND NOTICE APPROVAL

3.1.1. Preliminary Approval Motion. On or before August 31, 2017, Class Counsel shall file this Settlement Agreement with the Court together with a motion for Preliminary Approval that seeks entry of an order that would, for settlement purposes only: (i) certify a conditional Hines Settlement Class under Federal Rule of Civil Procedure 23(b)(3) and 23(b)(2); (ii) preliminarily approve the proposed Settlement Agreement; (iii) certify the Plaintiff as representative of the Hines Settlement Class; (iv) appoint Class Counsel; and (v) appoint the proposed Settlement Administrator.

3.1.2. Notice Approval Motion. Class Counsel shall provide to Defendant's Counsel the proposed Notice Plan and Notice for review by Defendant's Counsel prior to submission to the Court for approval, and no later than September 12, 2017. On or before September 20, 2017, Class Counsel shall file with the Court a motion for approval of the Notice Plan and Notice to the Hines Settlement Class Members.

3.2.1. Appointment of Settlement Administrator. Subject to Court approval, Class Counsel will cause to be hired RSM US, LLP as the Settlement Administrator. This hiring is also conditioned upon whether RSM US, LLP's price to provide such services is within the industry's reasonable range. The Settlement Administrator shall use the Results Returned Database in

accordance with the process detailed in support of Plaintiff's motions for class certification. The Settlement Administrator shall be responsible for carrying out the specified tasks set forth in this Settlement Agreement, including, but not limited to, maintaining records of all of its activities, including the dates of the Notice, Payment Notice, mailed checks, returned mail, and any other communications and attempted communications with the Hines Settlement Class Members.

3.2.2. Appointment of Notice Expert. The Parties may retain a court-appointed notice expert to assist in drafting and designing the notice and administration process. The hiring of this court-appointed notice expert is conditioned upon whether the notice expert's price to provide such services is within the industry's reasonable range.

IV. NOTICE PLAN

4.1. Preparation and Production of List of Identified Class Members.

4.1.1. The Settlement Administrator shall be responsible for identifying Hines Settlement Class Members (the "Class List"). Such identification shall start with a review of the identification previously made by Class Counsel, but will include the independent determination and confirmation of the Class List. Class Counsel shall provide a complete copy of the Results Returned Database to the Settlement Administrator, as well as the records obtained by Class Counsel from the Executive Secretary of the Supreme Court of Virginia.

4.1.2. The Settlement Administrator shall use commercially-reasonable means to obtain current mail addresses and, to the extent possible, email addresses for each identified Hines Settlement Class Member. Such means may include, without limitation and by example only, and at the Settlement Administrator's reasonable discretion: data from Experian, Trans Union, or Equifax and/or any of their affiliates; data from LexisNexis or other comparable skip-trace data sources; and other, appropriate commercial or public sources. The Settlement Administrator is also directed to obtain and use, as available, the data from other class action settlements with Verifications, Inc. or HR Plus.

4.1.3. After using commercially-reasonable means to obtain current mail and email addresses, the Settlement Administrator shall provide a complete Class List to Defendant's Counsel and Class Counsel. If either Defendant's Counsel or Class Counsel determines that there remains an unreasonably and unusually large number of class members without a current mailing address, they shall work to devise an appropriate alternative to obtain additional addresses, which may include additional third party data sources. If the Parties are unable to reach agreement as to whether the Class List is reasonably complete or as to additional means to complete it, they will each provide a two-page document to Judge Robert E. Payne with (1) a general description of the dispute, (2) that Party's position or recommendation, and (3) any objective estimate of the likely cost and effectiveness of such alternative. Judge Robert E. Payne will determine this disputed issue.

4.1.4. The Settlement Administrator will effectuate direct notice of the proposed Settlement pursuant to the terms of a Notice Plan approved by the Court. Once gathered, the mailing addresses for the identified Hines Settlement Class Members will be electronically checked and updated against the U.S.P.S. National Change of Address database by the Settlement Administrator. The Class List shall be used solely for the purpose of effectuating the Settlement. The Parties shall cooperate in creating the final Class List. Defendant will provide a reasonable amount of limited data from available internal sources to obtain class member identifiers and addresses. Defendant is not required to incur transaction costs to third parties in connection with the creation of the final Class List.

4.1.5. After the Settlement Administrator has prepared a final, complete Class List, it shall provide same to the Parties together with a written explanation as to why it has been determined complete. Any Party that seeks to object to the Class List shall do so in writing to the other Party within two (2) business days from receipt. The Class List will otherwise be deemed final and complete. Any disputes shall be resolved in the same manner as described in Section 4.1.3.

4.2. Notice Process.

4.2.1. For purposes of providing Court-approved class Notices and establishing that the best practicable notice has been given, the provision of class Notice will be accomplished in accordance with the Notice Plan approved by the Court, including as provided in this Section IV. The Parties agree that the notice and administration process shall be robustly designed to maximize class-member response. Following Notice Approval, the Settlement Administrator shall cause the Notice to be sent by both U.S. mail, postage prepaid, and to the extent possible, by email to each Hines Settlement Class Member identified on the Class List. Email Notice shall be designed to the standards of the class action-administration industry, including registration within appropriate white lists, use of a known domain, and appropriate Sender and Subject text.

4.2.2. Each Notice shall identify for the Hines Settlement Class Member a unique code (the “Unique Code”) for use in obtaining further information. The Notice will also contain the date and background screening company for each result returned. The Notice also will provide detailed information explaining class-member rights in a form to be mutually agreed by the Parties and approved by the Court. In addition, the Notice shall provide direct contact information for Class Counsel together with a statement that Class Counsel will provide advice and information if contacted. The Notice shall also inform the Hines Settlement Class Member about the resumption of the running of the statute of limitations after the Effective Date with respect to the claims and allegations pled on behalf of the Hines Settlement Class.

4.2.3. For any mailing that is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall re-mail the Notice to that forwarding address. For all mail that is rejected and returned without a forwarding address, the Settlement Administrator shall devise an appropriate means to obtain additional postal address information for such class members and shall re-mail to all new addresses obtained.

4.2.4. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the mailing of the Notice to the Hines Settlement Class Members to be filed with the Court.

4.3. Settlement Website.

4.3.1 The Settlement Administrator shall establish an Internet website containing information about the Settlement. The Settlement Website will be accessible no later than one day before the mailing of the Notices described above. The Settlement Website will set forth the following information: (i) the full text of the Settlement Agreement; (ii) the Notices; (iii) the Preliminary Approval Order and other relevant orders of the Court; (iv) contact information for Class Counsel and the Settlement Administrator; (v) detailed information explaining class-member rights; (vi) the most recent Complaint, Answer, and other appropriate pleadings, orders and explanatory information about the case; and (vii) direct contact information for Class Counsel together with a statement that Class Counsel will provide advice and information if contacted. The Settlement Administrator shall place any additional information within the Settlement Website at its appropriate discretion or at the request of either party. However, if any Party objects to such additional information, such dispute shall be resolved in the same manner as described in Section 4.1.3. Any information appearing on the Settlement Website, including the above-listed information shall otherwise be subject to joint approval of the Parties.

4.3.2 The Settlement Website also will offer a Spanish-language translation option. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the establishment and maintenance of the Settlement Website to be filed with the Court.

4.3.3 The Settlement Website shall be updated at appropriate intervals, but will be disestablished within ninety (90) days following the mailing of the last payment, pursuant to Section 7.5.2.

4.4. Telephone Assistance Program. The Settlement Administrator will establish a toll-free telephone number, which will be staffed by the Settlement Administrator, to answer questions from Hines Settlement Class Members. The toll-free number will provide access to live support and a voice response unit (“VRU”). It shall also offer a Spanish-language alternative number and VRU. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator will cause proof of the establishment and maintenance of the Telephone Assistance Program to be filed with the Court. Live support operators shall refer Hines Settlement Class Members that require information about the Lawsuit to Class Counsel.

4.5. Notice under Class Action Fairness Act of 2005 (“CAFA Notice”). The Settlement Administrator will send the CAFA Notice in accordance with 28 U.S.C. § 1715(a), subject to any extension of applicable deadlines ordered by the Court.

4.6. Confidentiality. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by Defendant’s Counsel and Class Counsel. The confidentiality agreement will provide that the Settlement Administrator (and any person retained by the Settlement Administrator) shall treat as confidential the names, addresses, and all other identifying information concerning Hines Settlement Class Members. The confidentiality agreement will further provide that the Settlement Administrator (and any person retained by the Settlement Administrator) shall use such information only for the purposes of fulfilling the Settlement Administrator’s duties and responsibilities as provided for under this Settlement Agreement.

V. PROCEDURES FOR OPT-OUTS AND OBJECTIONS

5.1. Opt-Out Procedures for Hines Settlement Class Members. The Notices shall contain information about how a Hines Settlement Class Member may opt out of the Settlement, as well as the potential implications of doing so, including that opting out may preclude later participation in any class action against Defendant. A Hines Settlement Class Member may request

to be excluded from the Hines Settlement Class by sending a written request for exclusion to the Settlement Administrator. A suggested opt-out form will be attached to the class notice. To be valid, a request for exclusion must be personally signed by the Hines Settlement Class Member and must include: (i) the name, address, telephone number, and Unique Code; and (ii) language as in or similar to the following statement: “I request to be excluded from the class settlement in *James Hines, et al. v. CoreLogic National Background Data, LLC*, United States District Court, Eastern District of Virginia, Cases No. 3:12cv97-REP.” Opt-out requests must be postmarked no later than thirty (30) days before the Final Approval Hearing. No person within the Hines Settlement Class, or any person acting on behalf of or in concert or participation with that person, may exclude any other person within the Hines Settlement Class from the Hines Settlement Class.

Each person who opts out of the Hines Settlement Class is required to file his or her own individual opt-out request. Individual opt out requests submitted on behalf of more than one individual will not be valid. Requests for exclusion that do not comply with any of the foregoing requirements are invalid. All individuals who submit a timely request to opt out will exclude themselves from the Hines Settlement Class and preserve their ability to independently pursue, at their own expense, any claims they allege to have against Defendant.

5.2. List of Opt Outs. No later than five (5) business days after the deadline for submission of opt-out requests, the Settlement Administrator shall provide to Class Counsel and Defendant’s Counsel a complete list of all persons who have properly opted out of the Settlement together with copies of the opt-out requests.

5.3. Representation of Opt-Outs. Class Counsel agrees that this Settlement Agreement is fair, reasonable, and in the best interest of the Hines Settlement Class Members. Class Counsel agrees that Hines Settlement Class Members who seek to opt-out should be represented by counsel who do not agree that the Settlement Agreement is fair, reasonable, and in the best interest of the Hines Settlement Class Members.

5.4. Objections from Hines Settlement Class Members. Any Hines Settlement Class Member who has not previously opted-out in accordance with the terms above may appear at the Final Fairness Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of Attorneys' Fees and the Service Award to Plaintiff. However, no communication from a Hines Settlement Class Member shall be considered an objection, and no objection may be considered, unless the Hines Settlement Class Member files the objection with the Court no later than thirty (30) days before the Final Fairness Hearing; provided, however, objections to the Class Counsel's Attorneys' Fees or the requested Service Award to Plaintiff may be supplemented up to seven (7) days after the filing of a motion for such fees or award to address additional information or materials in the motion.

All objections must include: (1) the objector's name, address, telephone number, and the Unique Code; (2) a sentence stating that to the best of his or her knowledge he or she is a member of the Hines Settlement Class; (3) the grounds for the objection to the Settlement; and (4) whether the objector has been assisted or represented by someone else in preparing the objection, as well as the identity of any such person and whether they are an attorney. The written objection must indicate whether the Hines Settlement Class Member and/or his or her lawyer(s) intend to appear at the Final Fairness Hearing. Any lawyer who intends to appear at the Final Fairness Hearing also must enter a written notice of appearance of counsel with the clerk of the Court no later than twenty (20) days before the Final Fairness Hearing and shall include the full style and case number of each previous class action case in which that lawyer has represented an objector. At least ten (10) days before the Final Approval Hearing, the Settlement Administrator, Class Counsel and Defendant's Counsel shall file with the Court any objection received, but not otherwise filed. To the extent necessary or desired, the Parties may respond to any properly-filed objections.

VI. FINAL FAIRNESS HEARING AND FINAL APPROVAL

6.1. Final Fairness Hearing. In accordance with the Notice Plan approved by the Court, the Parties will jointly request that the Court hold the Final Fairness Hearing to consider approval of the Settlement. On or before a date at least ten (10) days prior to the Final Fairness Hearing, Class Counsel shall file a motion for entry of the Final Approval Order. The Parties agree that, upon entry, the Final Approval Order constitutes a final judgment dismissing the Lawsuit with prejudice.

6.2. Final Approval. All relief contemplated by this Settlement Agreement is expressly contingent upon the Settlement Agreement receiving the Court's Final Approval, subject to Sections 10.1-10.2.

VII. THE SETTLEMENT FUND

7.1. Creation of Settlement Fund. Class Counsel, in conjunction with the Settlement Administrator, shall establish as the Settlement Fund an escrow account or equivalent account at Towne Bank or as otherwise approved by the Court at a federally-insured financial institution (the "Financial Institution"), which shall be considered a common fund created as a result of the Lawsuit. The Settlement Fund shall be funded by Defendant and its insurers in accordance with Section 7.6.1.2, and Defendant shall ensure that the funding obligations are met, as stated herein. The Settlement Administrator shall direct the Financial Institution to make distributions from the Settlement Fund only in accordance with this Settlement Agreement. No funds shall be distributed or paid by the Financial Institution without written confirmation from both Class Counsel and Defendant's Counsel. Class Counsel shall promptly notify Defendant's Counsel of the date of the establishment of the account. The Settlement Fund may not be commingled with any other funds and may be held in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. Interest earned, if any, on the Settlement Fund shall be for the benefit of the Hines Settlement Class in the event this

Settlement Agreement is not terminated by the Defendant and the Effective Date otherwise occurs. The Settlement Fund will only be used to make distributions to Hines Settlement Class Members.

7.2. Service Award to Plaintiff. On or before fourteen (14) days before the Final Fairness Hearing, Class Counsel shall file an application to the Court for a Service Award, not to exceed Ten Thousand dollars (\$10,000), to be paid to Plaintiff for serving as class representative. Defendant will not oppose such a request. The application shall be noticed to be heard at the Final Fairness Hearing. Any Service Award shall be paid directly by Defendant, in the amount approved by the Court, within five (5) days after the Effective Date.

7.3.1. Attorneys' Fees. On or before twenty one (21) days before the Final Approval Hearing, Class Counsel shall file an application to the Court for an award of Attorneys' Fees, not to exceed \$3,231,428.57. Defendant will not oppose such a request. The application shall be noticed to be heard at the Final Fairness Hearing. All Attorneys' Fees shall be paid directly by Defendant, in the amount approved by the Court, within five (5) days after the Effective Date.

7.3.2. Settlement Not Conditioned on Attorneys' Fee Approval. The application for Attorneys' Fees, and any and all matters related thereto, shall not be considered part of the Settlement Agreement, and shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of Attorneys' Fees in the requested amount or in any amount whatsoever. The Court's ruling on the application for Attorneys' Fees shall not operate to terminate or cancel the Settlement.

7.4. Costs of Class Notice and Administration. The Settlement Administrator shall send invoices to Defendant for the reasonable costs of class notice and administration, including any jointly retained notice expert: (a) no later than ten (10) business days prior to the mailing of the Notices, (b) then, on a monthly basis thereafter. All reasonable costs of class notice and other reasonable expenses incurred in the administration of the Settlement shall be paid by the Defendant

and shall not come out of the Settlement Fund. Any disputes relating to the actual payment of class notice and administration costs shall be brought to United States Magistrate Judge David J. Novak for resolution.

7.5.1. Payments to Hines Settlement Class Members. All payments to Hines Settlement Class Members shall be paid from the Settlement Fund. The Hines Settlement Class Members are entitled to payment from the Settlement Fund pursuant to the process set forth in Subsection 7.5.2.

7.5.2. Distribution Plan for Payments to Hines Settlement Class Members. Within twenty (20) days after the Effective Date, the Settlement Administrator shall mail Payment Notices and First Settlement Checks to each Hines Settlement Class Member in the amount of \$100 from the Settlement Fund. The First Settlement Checks sent to Hines Settlement Class Members will become invalid and stale after sixty-five (65) days. The Payment Notices accompanying the First Settlement Checks shall notify the recipients that the checks must be cashed within sixty-five (65) days from the date on the Payment Notice and that the enclosed check shall not be valid after that date. The Payment Notice shall also explain that, if the First Settlement Check is cashed or deposited, a second check of at least \$50 will be mailed to the same address within ninety (90) days thereafter. Class Counsel shall take steps to verify with the Financial Institution that payments are not made on checks that have become invalid. If the First Settlement Check has not been deposited or cashed within sixty-five (65) days after the date on the Payment Notice, the amount of the First Settlement Check shall remain in the Settlement Fund for further distribution pursuant to this Settlement Agreement. Once un-cashed or un-deposited First Settlement Checks, including checks that were returned in the mail as undeliverable, become stale on the 65th day after the date on the Payment Notice, the proceeds from those stale First Settlement Checks will be distributed *pro rata* as Second Settlement Checks to the Hines Settlement Class Members who cashed or deposited their First Settlement Checks. If the funds available from the un-cashed or un-deposited First Settlement Checks are insufficient to distribute additional, individual \$50 checks to Hines Settlement Class Members who cashed or deposited their

First Settlement Checks, then Defendant shall advance additional funds needed so that each Hines Settlement Class Member who cashed or deposited his or her First Settlement Check will receive a Second Settlement Check in the amount of \$50. Defendant therefore will pay into the Settlement Fund sums sufficient to ensure that each Hines Settlement Class Member who cashes his or her First Settlement Check will receive a total of at least \$150 over the class administration period. If the amount in the Settlement Fund is greater than necessary to distribute second checks in the amount of \$50 without further contribution by the Defendant, the Settlement Administrator shall distribute the full fund in equal *pro rata* amounts instead of \$50.

7.5.3. Settlement Checks. All First and Second Settlement Checks shall state: “This payment is tendered to you as a Hines Settlement Class Member in *James Hines, et al. v. CoreLogic National Background Data, LLC*, in consideration for your release of the Released Parties as set forth in the Class Action Settlement Agreement and Release.”

7.6.1. Payments into the Settlement Fund. Defendant shall be obligated to fund the Settlement Fund as follows.

7.6.1.1. No later than ten (10) business days prior to the mailing of the Notices, the Settlement Administrator shall invoice the reasonable costs of mailing and administering the Notices. Defendant shall promptly pay such reasonable costs of mailing and administering the Notices, pursuant to Section 7.4.

7.6.1.2. Within twenty (20) days after Final Approval, Defendant shall caused to be deposited the aggregate amount of \$7,540,000 into the Settlement Fund. This deposit shall be used to fund the First Settlement Checks (as set forth in Section 7.5.1-7.5.2).

7.6.1.3. At the time of transmission of the Payment Notices and First Settlement Checks, the Parties anticipate that additional class notice and administration costs will be incurred at the time of transmission of the Payment Notices. The Settlement Administrator shall invoice such additional class notice and administrative costs to Defendant on a monthly basis. Defendant

shall promptly pay such additional, reasonable costs of class notice and administration, pursuant to Section 7.4.

7.6.1.4. Once un-deposited or uncashed checks become stale on the 65th day after the date on the Payment Notice, the proceeds from those un-deposited or un-cashed stale checks will be distributed to the Hines Settlement Class Members who cashed their First Settlement Checks *pro rata*. If the funds available from the un-deposited or un-cashed stale checks are insufficient to fund Second Settlement Checks of at least \$50 to Hines Settlement Class Members who deposited or cashed the First Settlement Check, Defendant shall deposit an amount into the Settlement Fund such that the amount of each Second Settlement Check is at least \$50, pursuant to Section 7.5.2.

7.6.1.5. At the time of transmission of the Second Settlement Checks, the Parties anticipate that additional class notice and administration costs will be incurred. The Settlement Administrator shall invoice such additional class notice and administrative costs to Defendant on a monthly basis. Defendant shall promptly pay such additional, reasonable costs of class notice and administration, pursuant to Section 7.4.

7.7. Use and Disbursement of Settlement Fund. The Settlement Fund shall be used only in the manner and for the purposes provided for in this Settlement Agreement. No portion of the Settlement Fund shall be disbursed except as expressly provided for herein.

7.8. Cy Pres. In conjunction with the motion for Final Approval, the Parties shall propose a non-profit organization or foundation to receive any residue from the Settlement Fund under the terms set forth herein. Any excess funds remaining in the Settlement Fund after all distributions have been made in accordance with this Settlement Agreement to the Hines Settlement Class Members shall be donated to the *cy pres* entity selected by Class Counsel, subject to approval by the Court and reasonable approval by Defendant's Counsel. In the absence of agreement, the Court shall designate the *cy pres* entity to receive the balance of the Settlement

Fund. The *cy pres* distribution shall be distributed by the Settlement Administrator within ninety (90) days of the mailing of the final payment in accordance with Section 7.5.2.

7.9. No Vested Interest. No Hines Settlement Class Member has a vested interest in any amount to be paid to him or her under the Settlement Agreement unless and until he or she has cashed a settlement check under the parameters and timeframe set forth herein.

VIII. INJUNCTIVE RELIEF

8.1. Hines Settlement Class Injunction. Subject to the terms and conditions of this Settlement Agreement, Plaintiff and NBD have agreed to move jointly for the Court to enter an order applicable to NBD by consent. As to all Hines Settlement Class Members, NBD agrees to an injunction that will require a change in the business practices being challenged by the plaintiffs in this Lawsuit and the Witt Action, and to provide Hines Settlement Class Members access to data, as follows:

First, with respect to search queries designated by wholesale background screening customers for “employment,” NBD shall not provide any public records that do not match the search query by either Social Security number, address, or full date of birth. NBD shall have 180 days from the Effective Date of the class settlement to implement this change. This prohibition shall remain in effect for a period of three (3) years after implementation of the change. NBD will inform and/or train its customers about the nature of this change once implemented.

Second, with Class Counsel’s involvement and reasonable approval, NBD shall establish and maintain a website by which Hines Settlement Class Members may obtain the criminal record data within the Multistate Database that was matched to an inquiry using their name and date of birth, as of the date of the search. The information shall be obtained by submitting the Hines Settlement Class Member’s individually-assigned Unique Code contained within the Notice, together with other information sufficient to identify the Hines Settlement Class Member. The information provided will be in an easily-readable format. The Notice shall provide a toll-free

number by which any Hines Settlement Class Member who does not have access to the Internet may obtain access to the information. The disclosure website shall be accessible through the class administration website. Class Counsel shall be permitted reasonable information and shared oversight of this process.

Third, NBD shall create a dedicated process to receive and investigate disputes and inquiries from Hines Settlement Class Members regarding the electronic data provided under the preceding paragraph. The process shall average a completion time of less than five (5) business days from the time of actual receipt of the communication. Hines Settlement Class Members shall be permitted to initiate such process either by toll-free number or in writing by electronic mail or mailed letter. Class Counsel is permitted to make such dispute on behalf of a specific class member. An e-mail link shall also be available on the same webpage from which Hines Settlement Class Members may request their disclosure pursuant to this injunction. Defendant shall provide adequate staffing to receive class member dispute calls during standard Eastern and Pacific time business hours of 9:00 a.m. to 5:00 p.m., with a voice message during other hours. This obligation shall run for 100 days from the Effective Date.

Fourth, the Settlement Website shall contain the statement and Summary of Rights provided at http://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf.

Compliance with the terms of this Section shall be documented by a declaration from Defendant at the completion of the implementation time period, as provided herein (*i.e.*, 180 days from the Effective Date of the class settlement). The Court will be asked to adopt the order attached as **Exhibit A** to this Settlement Agreement reflecting this agreement.

IX. RELEASE OF CLAIMS

9.1. Release of Claims. Upon the Effective Date, Plaintiff, for himself and as representative of the Hines Settlement Class, and on behalf of each Hines Settlement Class Member

and/or his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigns and all those acting or purporting to act on their behalf acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally and forever settled, released and discharged the Released Parties of and from the Released Claims. Nothing in this Settlement Agreement, however, shall be deemed a release of the Parties' respective rights and obligations under this Settlement Agreement.

9.2. Binding Nature of Settlement. Subject to the requirements of due process, this Settlement Agreement shall bind all Hines Settlement Class Members and all of the Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Hines Settlement Class Member claims or can later show that he or she did not receive actual notice of the Settlement prior to the hearing on final approval of the Settlement.

9.3 Scope of Release for Hines Settlement Class Members (“Released Claims”). In exchange for the monetary relief and consideration described herein, the Hines Settlement Class Members agree to release the Released Parties from all demands, claims, actions, causes of action, suits, damages, rights or liabilities that could be brought under the FCRA and/or FCRA state statutory or common law equivalents, whether known or unknown, concealed or hidden, unsuspected, unanticipated, unasserted, unforeseen, contingent, unliquidated, or contingent, including, without limitation, any claims relating to accuracy, privacy, disclosure, notification, dispute processing, or any other requirement imposed by federal or state law in connection with furnishing consumer reports; provided, however, that such release shall apply only as to any claim or remedy for statutory and/or punitive damages. Individual claims for actual damages or any other damages recoverable or claim for relief available under the FCRA and FCRA state equivalents, aside from statutory and punitive damages, are not released for any Hines Settlement Class Members. In addition, pursuant to Fed. R. Civ. P. 23(b)(2), Hines Settlement Class Members

shall be barred from filing or participating in a putative class action based upon the allegations and/or claims asserted in the Lawsuit and/or the Hines Action.

9.4. Individual Claims of Plaintiff. The Parties have not negotiated or settled Plaintiff Hines's individual claim for actual damages. His individual actual-damages claim shall be dismissed without prejudice in the Final Approval Order. Defendant agrees that the statute of limitations period shall be tolled such that he may bring his claim by new action within sixty (60) days of the Effective Date if the Parties cannot otherwise resolve it by that date.

X. TERMINATION AND SUSPENSION

10.1. Defendant's Rights to Terminate Agreement. Defendant's willingness to settle this Lawsuit on a class-action basis and to agree to the certification of conditional Hines Settlement Class is dependent upon achieving finality in the Lawsuit, and the desire to avoid the expense of these and other lawsuits. Consequently, notwithstanding anything to the contrary herein, Defendant shall have the unilateral right in its sole discretion to individually terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Plaintiff, Hines Settlement Class Members, or Class Counsel if any of the following conditions subsequently occurs: (1) the Court fails or declines to grant Preliminary Approval pursuant to the terms of the Preliminary Approval Order; (2) more than 3% of the Hines Settlement Class Members request to opt-out of the Settlement pursuant to Section 5.1; (3) the ultimate number of individuals in the Hines Settlement Class, as identified in the Class List, differs by more than 3% from the estimate of 75,400 persons, as provided in Section 1.13; (4) the Court modifies the terms of the Release or the Released Parties; or (5) the Effective Date does not occur for any reason, including the entry of an order by any court that would require either modification or termination of the Settlement Agreement or the Final Approval Order.

10.2. Plaintiff's Rights to Terminate Agreement. Plaintiff shall have the unilateral right in his sole discretion to individually terminate this Settlement Agreement, declare it null and

void, and have no further obligations under this Settlement Agreement to the Defendant if any of the following conditions subsequently occurs: (1) the Court fails or declines to grant Preliminary Approval pursuant to the terms of the Preliminary Approval Order; (2) the Court modifies the terms of the Release or the Released Parties; or (3) the Effective Date does not occur for any reason, including the entry of an order by any court that would require either modification or termination of the Settlement Agreement or the Final Approval Order

10.3. Disapproval of Fee Request. The failure of any Court to approve the Attorneys' Fees in the requested amounts, or any amounts whatsoever, shall not be grounds for Plaintiff or Class Counsel to terminate this Settlement Agreement.

10.4. Effect of Termination on Monies Paid Pursuant to Settlement Agreement. If any of this Settlement Agreement is rejected by the Court or terminated for any reason, the Settlement Fund and any Service Awards and Attorneys' Fees or other unspent costs of notice or administration paid by Defendant under this Agreement shall be immediately returned to Defendant.

XI. PUBLIC STATEMENTS

11.1. Public Statements. Class Counsel agree to make no public statements regarding the Settlement without the consent of the Defendant until sixty (60) days after the Effective Date; provided, however, that this provision is not intended to limit communications of Class Counsel with any client, Hines Settlement Class Member, or other person involved in this case.

XII. MISCELLANEOUS PROVISIONS

12.1. Successors and Assigns. The terms of this Settlement Agreement shall apply to and bind the Parties as well as their heirs, successors, and assigns.

12.2. Communications Relating to Settlement Agreement. Unless specified otherwise above, all notices or other formal communications under this Settlement Agreement shall be in writing and sent by mail to the following addresses:

| | |
|---|--|
| If relating to Plaintiff or any Hines Settlement Class Member: | If relating to Defendant: |
| Leonard A. Bennett, Esq. CONSUMER LITIGATION ASSOCIATES, P.C. 763 J. Clyde Morris Blvd., Suite 1A Newport News, VA 23601 | David N. Anthony, Esq. TROUTMAN SANDERS LLP P.O. Box 1122 Richmond, VA 23218-1122 |

Any Party may, by written notice to all the other Parties, change its designated recipient(s) or notice address provided above.

12.3. Defendant's Communications with Customers and Consumers in the Ordinary Course of Business. Defendant reserve the right to continue communicating with its customers and consumers, including Hines Settlement Class Members, in the ordinary course of business.

12.4. Efforts to Support Settlement. The Parties and their counsel agree to cooperate fully in seeking Court approval for this Settlement Agreement and to use their best efforts to effect the consummation of the Settlement and to protect the Settlement Agreement by applying for appropriate orders enjoining others from initiating or prosecuting any action arising out of or related to facts or claims alleged in the Lawsuit, if so required.

12.5. Procedures for Disputes Between Parties Relating to the Settlement Agreement. To the extent any disputes or issues arise with respect to the terms of the Settlement Agreement, the content of the Notices and/or the award of Attorneys' Fees or Service Award, the Parties agree to use their best efforts to informally resolve any such disputes or issues; but in the event any such dispute or issue cannot be resolved informally, to bring any such dispute or issue to United States District Judge Robert E. Payne for resolution. Any other disputes regarding the administration of the settlement shall be sent to United States Magistrate Judge David J. Novak for resolution.

12.6. Entire and Voluntary Agreement. The Parties intend this Settlement Agreement to be a final and complete resolution of the Lawsuit. The Parties agree that the terms of the Settlement Agreement were negotiated at arm's length and in good faith and were reached voluntarily after consultation with competent legal counsel. This Settlement Agreement contains

the entire agreement and understanding concerning the subject matter between the Parties and supersedes all prior negotiations and proposals, whether written or oral. No other party or any agent or attorney of any other party has made any promise, representation or warranty whatsoever not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement to induce them to execute the same. The Parties represent that they have not executed this instrument or the other documents in reliance on any promise, representation, or warranty not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement.

12.7. Headings for Convenience Only. The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

12.8. Settlement Agreement Controls. All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. To the extent that there is any conflict between the terms of this Settlement Agreement and the Exhibits attached hereto, this Settlement Agreement shall control.

12.9. Amendments. The Settlement Agreement may be amended or modified only by a written instrument signed by Defendant's Counsel and Class Counsel, or their respective successors-in-interest.

12.10. Authorization of Counsel. Class Counsel, on behalf of the Hines Settlement Class, are expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Hines Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Hines Settlement Class that they deem necessary or appropriate. Each attorney executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such attorney has the full authority to do so.

12.11. Non-Solicitation/Representation. Pursuant to Virginia Rule of Professional Conduct 5.6(b), Class Counsel agrees that they will not solicit to represent any individual to bring any civil action asserting a claim under the FCRA and/or FCRA State Equivalents against the Released Parties for a period of the present through two (2) years after the Effective Date. Pursuant to Virginia Rule of Professional Conduct 5.6(b), Class Counsel agrees not to file a proposed class action asserting a claim under the FCRA and/or FCRA State Equivalents against the Released Parties for a period of the present through two (2) years after the Effective Date.

12.12. Confidentiality. All agreements made and Orders entered during the course of the Lawsuit relating to the confidentiality of information shall survive this Settlement Agreement. However, the Parties' obligations to destroy or return documents exchanged during the discovery process in the Lawsuit shall begin 180 days from the Effective Date.

12.13. Court's Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement and all orders entered in connection therewith. The Parties and their attorneys submit to the jurisdiction of the Court regarding these matters.

12.14. Construction. Each of the Parties has cooperated in the mutual drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any of the Parties. Before declaring any provision of this Settlement Agreement invalid, a court should first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Settlement Agreement valid and enforceable.

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

12.16. Applicable Law. This Settlement Agreement shall, in all respects, be interpreted, construed and governed by and under the laws of the United States of America. To the extent state law applies for any reason, the laws of the Commonwealth of Virginia shall be applied. All judicial proceedings regarding this Settlement Agreement shall be brought only in this Court. Any notice period set forth in this Settlement Agreement shall be calculated pursuant to the Federal Rules of Civil Procedure and the Local Civil Rules of the United States District Court for the Eastern District of Virginia.

12.17. Waiver. The waiver by one party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

12.18. Counterparts and Date of Agreement. This Settlement Agreement may be executed in one or more counterparts and by facsimile. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts, and a complete set of executed counterparts shall be filed with the Court. The Settlement Agreement shall become effective upon its execution by all of the undersigned.

IN WITNESS THEREOF, the Parties hereto have caused this Settlement Agreement to be executed by their duly authorized representatives.

Plaintiff:

JAMES HINES

Dated: _____, 2017

Defendant:

**CORELOGIC NATIONAL
BACKGROUND DATA, LLC**

By: _____

Its: _____

Dated: _____, 2017

Leonard A. Bennett, Esq. (VSB No. 37523)
CONSUMER LITIGATION ASSOCIATES, P.C.
763 J. Clyde Morris Blvd, Suite 1A
Newport News, VA 23601
Telephone: (757) 930-3660
Facsimile: (757) 930-3662
Email: lenbennett@clalegal.com
Email: srotkis@clalegal.com

Matthew J. Eerausquin, Esq. (VSB No. 65434)
CONSUMER LITIGATION ASSOCIATES, P.C.
1800 Diagonal Rd., Suite 600
Alexandria, VA 22314
Telephone: (703) 273-7770
Facsimile: (888) 892-3512
Email: matt@clalegal.com

Dale Wood Pittman, Esq. (VSB No. 51673)
The Law Office of Dale W. Pittman, P.C.
112-A W Tabb St.
Petersburg, VA 23803-3212
Telephone: (804) 861-6000
Facsimile: (804) 861-3368
Email: dale@pittmanlawoffice.com

James A. Francis, Esq. (appearing *pro hac vice*)
David A. Searles, Esq. (appearing *pro hac vice*)
FRANCIS & MAILMAN PC
100 S Broad Street, 19th Floor
Philadelphia, PA 19110
Telephone: 215-735-8600
Facsimile: 215-940-8000
Email: jfrancis@consumerlawfirm.com
Email: dsearles@consumerlawfirm.com

Counsel for Plaintiff

Alan D. Wingfield (VSB No. 27489)
David N. Anthony (VSB No. 31696)
Timothy J. St. George (VSB No. 77349)
H. Scott Kelly (VSB No. 80546)
TROUTMAN SANDERS LLP
1001 Haxall Point
Richmond, VA 23219
Telephone: (804) 697-1200
Facsimile: (804) 698-1339
alan.wingfield@troutmansanders.com
david.anthony@troutmansanders.com
tim.stgeorge@troutmansanders.com
scott.kelly@troutmansanders.com

Counsel for Defendant, CoreLogic National Background Data, LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

**TYRONE HENDERSON and
JAMES HINES,**

Plaintiffs,

v.

Civil Action No. 3:12cv97-REP

**CORELOGIC NATIONAL BACKGROUND
DATA, LLC,**

Defendant.

ORDER

WHEREAS Plaintiffs, Tyrone Henderson and James Hines, by counsel, have alleged that Defendant, CoreLogic National Background Data, LLC (“NBD”), failed to comply with certain legal requirements with respect to NBD’s business of providing electronic search query results containing criminal record information to its consumer reporting agency customers; and

WHEREAS, NBD, while denying that it has violated any legal requirement, has agreed to certain procedural measures as a condition of the class settlement of the above-captioned matter.

THEREFORE, pursuant to the agreement and consent of the parties, and upon its own consideration and disposition, the Court hereby FINDS and ORDERS as follows:

1. For every search query designated by wholesale background screening customers for “employment,” NBD shall not provide any public records that do not match the search query by either Social Security number, address, or full date of birth.

2. NBD shall have 180 days from the Effective Date to implement the procedure in paragraph 1. The procedure shall remain in effect for a period of three (3) years after implementation of the procedure. NBD will inform and/or train its customers about the nature of this change once implemented.

3. With class counsel's involvement and reasonable approval, NBD shall establish and maintain a website by which the Hines Rule 23(b)(3) Settlement Class Members may obtain the criminal record data within the Multistate Database that was matched to an inquiry using their name and date of birth as of the date of the search. The information shall be obtained by submitting the Hines Rule 23(b)(3) Settlement Class Member's individually-assigned Unique Code contained within the Notice, together with other information sufficient to identify the Hines Rule 23(b)(3) Settlement Class Member. The information provided will be in an easily-readable format. The Notice shall provide a toll-free number by which any Hines Rule 23(b)(3) Settlement Class Member who does not have access to the Internet may obtain access to the information. The disclosure website shall be accessible through the class administration website. Class Counsel shall be permitted reasonable information and shared oversight of this process.

4. NBD shall create a dedicated process to receive and investigate disputes and inquiries from Hines Rule 23(b)(3) Settlement Class Members regarding the electronic data provided under the preceding paragraph. The process shall average a completion time of less than five (5) business days from the time of actual receipt of the communication. The Hines Rule 23(b)(3) Settlement Class Members shall be permitted to initiate such process either by toll-free number or in writing by electronic mail or mailed letter. Class counsel is permitted to make such dispute on behalf of a specific class member. An email link shall also be available on the same webpage from which the Hines Rule 23(b)(3) Settlement Class Members may request their disclosure pursuant to this order. NBD shall provide adequate staffing to receive Hines Rule 23(b)(3) Settlement Class Member dispute calls during standard Eastern and Pacific time business hours of 9:00 a.m. to 5:00 p.m., with a voice message during other hours. This obligation shall run for 100 days from the Effective Date.

5. The Settlement Website shall contain the statement and Summary of Rights provided at http://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf.

6. Compliance with all terms herein shall be documented by a declaration from Defendant at the completion of the implementation time period, as provided herein (*i.e.*, 180 days from the Effective Date of the class settlement).

7. All capitalized terms in this Order shall have the same meaning ascribed to them in the Hines Amended Rule 23(b)(3) Class Action Settlement Agreement and Release.

Honorable Robert E. Payne
United States District Judge

Date: _____