

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

This Addendum to the April 5, 2024 Settlement Agreement and Release (“Addendum”) is entered into by and between Plaintiff R. Kemp (“Class Representative”), individually and on behalf of all others similarly situated, and Defendant Accurate Background, LLC (“Defendant”) (together with Class Representative, the “Parties”).

RECITALS AND BACKGROUND

WHEREAS, on March 10, 2021, Class Representative filed a Complaint in Orange County Superior Court, with subsequent amended complaints to follow, in which Class Representative alleged claims under the California Investigative Consumer Reporting Agencies Act (“ICRAA”), Consumer Credit Reporting Agencies Act (“CCRAA”), and Unfair Competition Law (“UCL”) against Defendant, on behalf of himself and others purportedly similarly situated;

WHEREAS, on April 5, 2024, the Parties executed a settlement agreement (the “Agreement”) providing for resolution of Class Representative’s claims in full;

WHEREAS, on May 21, 2024, Class Representative filed a motion for preliminary approval of the settlement;

WHEREAS, on June 14, 2024, the Court issued an order continuing the hearing on the motion for preliminary approval and advising the parties as to the Court’s concerns regarding the settlement; and

WHEREAS, Section 13.G of the Agreement permits the parties to modify or amend the settlement so long as the modification or amendment is “in writing, signed by or on behalf of all Parties;”

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and this Addendum (together, the “Settlement”), as well as the good and valuable consideration provided for in the Settlement, the Parties amend their full and complete settlement of the Litigation on the following terms and conditions:

I. DEFINITIONS

The definitions set forth in § 1 of the Agreement apply to capitalized terms used herein. The definitions in the Agreement are revised as follows:

1. Definition C, “Claim Form” is stricken.

2. Definition F, “Claiming Class Members” is stricken. Even if not otherwise provided for in this Addendum, all references to “Claiming Class Members” shall be stricken and replaced with “Class Members”.

II. SETTLEMENT ADMINISTRATOR

Section 3.C of the Agreement shall be amended to remove any reference to the Settlement Administrator having any obligations to review or administer Claim Forms. If a portion of Section 3.C references Claim Forms, it is amended to remove that reference in a manner that does not change any other unrelated obligations of the Settlement Administrator.

III. NOTICE

Section 4 of the Agreement shall be amended as follows:

1. Section C is revised to read as follows, removing any reference to a Claim Form:
Notice Distribution. By the Notice Date, the Settlement Administrator shall send the Court-approved Notice to all Class Members via First Class United States Mail and email and text (where such contact information exists on the Class List). The Notice will also include a QR code linked to the settlement website. Notice will be sent by text only if the Settlement Administrator agrees in writing to indemnify Defendant if any Class Member asserts a claim against Defendant on grounds that he or she did not consent to receiving a text regarding the settlement (the “Texting Conditions”).
2. Sections E and F are stricken, as there is no longer a requirement to submit a Claim Form.

IV. SETTLEMENT TERMS

Section 9.C of the Agreement shall be amended as follows:

Unclaimed Funds. Any portion of the Net Settlement Amount not distributed as per the terms hereof, including any Settlement Checks not cashed after the expiration of one hundred eighty (180) days following issuance of Settlement Checks to Class Members, shall be distributed equally to the Class Members who cashed their initial checks, if economically feasible (as determined by the Settlement Administrator) or, if not economically feasible, to the *cy pres* designee. The Settlement Administrator shall transmit any funds remaining in the Net Settlement Fund to Class Members or the *cy pres*, as appropriate, within thirty (30) days after the expiration of all Settlement Checks (including checks reissued).

V. CLASS MEMBER PAYMENTS

Section 9.3 of the Agreement shall be amended as follows:

1. Section A is revised to read as follows:

Allocation. Each Class Member's proportionate share of the Net Settlement Fund shall be determined by the Settlement Administrator pursuant to the following formula: each individual is to be paid an amount to be determined by dividing the amount of the Net Settlement Fund by the number of the Class Member's shares of the settlement fund. Every Class Member will be entitled to one share of the settlement fund.

2. Section B is revised to read as follows:

Timing of Payments. Fourteen (14) business days after the Effective Date, the Settlement Administrator will mail Settlement Checks to all Class Members. The checks must clearly state that they shall be void if not presented for payment within one hundred-eighty (180) days from the date of mailing.

3. Section C is revised to read as follows:

Check Cashing Period. Class Members will have one hundred-eighty (180) days from the date the Settlement Checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their Settlement Check.

4. Section D is revised to read as follows:

Check Cashing Reminders. The Settlement Administrator will send reminders via email and text (if the Texting Conditions are met) and First-Class United States Mail ninety (90) days after the issuance of Settlement Checks to Class Members who have not yet cashed their Settlement Check reminding them to cash their Settlement Check prior to the one hundred-eighty (180) day deadline. To the extent that checks are not presented for payment by a Class Member within one hundred-eighty (180) days of mailing, such checks remaining uncashed on that date shall become null and void, and any such Class Member shall have no further recourse unless the parties agree to a check reissuance.

VI. RELEASE

Section 10 of the Agreement shall be amended as follows:

1. Section C is revised to read as follows:

California Civil Code § 1542. Class Representative acknowledges that he is familiar with Section 1542 of the California Civil Code, which provides 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.

Class Representative waives and relinquishes any right or benefit that he might have had under Section 1542 of the California Civil Code, and all similar provisions of law of other jurisdictions, to the full extent that Class Representative can lawfully waive each and all such rights and benefits pertaining to the subject matter of this Agreement.

In connection with such waiver and relinquishment, Class Representative acknowledges that he may discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this Agreement, but that it is his intention to settle and release all Released Class Claims, known or unknown, suspected or unsuspected, which now exist or have existed. The releases herein shall remain in effect as full and complete releases with respect to all released claims, notwithstanding the discovery or existence of any additional or different facts that Class Representative does not currently know.

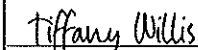
VII. EXHIBITS

The Exhibits to the Agreement are revised and replaced with the Exhibits to this Addendum. **Exhibit A** is revised to **Exhibit A-1**, a redlined version of the revised Notice, and **Exhibit A-2**, a clean version of the revised Notice. **Exhibit B** is a proposed opt-out form.

WE AGREE TO THESE TERMS,

ACCURATE BACKGROUND, LLC

DocuSigned by:



Tiffany Willis

Vice President, Legal

On Behalf of R. KEMP



Christopher M. McNerney
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017

Exhibit A-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

If Accurate Background LLC's ("Accurate") records show that at any time between March 10, 2019, and June 19, 2023, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report, you are entitled to a payment from this Settlement.

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

- You are receiving this Notice because Accurate's records indicate that you are a member of the Class as described below.
- This Notice relates to a settlement in a class action lawsuit alleging that Accurate violated the California Investigative Consumer Reporting Agencies Act ("ICRAA"), Consumer Credit Reporting Agencies Act ("CCRAA"), and Unfair Competition Law ("UCL") by reporting job applicants' criminal convictions to potential employers that, when measured from the beginning of the parole period, were more than seven years old. Accurate denies that it violated the law. The two sides disagree as to whether Accurate's conduct was permitted under the law. The parties, however, have agreed to resolve the lawsuit through a Court-supervised settlement.
- Accurate has agreed to pay \$2,525,000, which will be used to cover payments to Class Members, Class Counsel's attorneys' fees and costs, the costs of administering the settlement, and a service payment not to exceed \$20,000 to the Plaintiff who brought the lawsuit and assisted with it.
- Payments to Class Members will vary based on a number of factors described in the settlement documents. Depending on those factors, it is presently estimated that you could be eligible for a payment of up to approximately \$5,000. ~~It is also possible payments could exceed this amount, depending on the factors described in the settlement documents, such as the amount of court-approved expenses and fees and the number of Class Members who file claims.~~
- Visit the Settlement Website at [www.\[Insert URL\].com](http://www.[Insert URL].com) for additional details about the Settlement. You may also get additional information by contacting the Settlement Administrator at the contact information identified in Paragraph 16 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you wish to receive a payment from the Settlement, you must submit a Claim Form by [Insert date]. You will release the claims summarized in Paragraph 8 below.
DO NOTHING	If you do not submit a Claim Form, you get no payment. You will still release the claims summarized in Paragraph 8 below. <u>If you do nothing, you will receive a payment from the Settlement and you will release the claims summarized in Paragraph 8.</u>
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt out”) from the Settlement, you must follow the directions outlined in Paragraph 9 below. If you request exclusion, <u>you will receive no money from the Settlement</u> , but also will not release any claims against Accurate. Your exclusion request must be postmarked no later than [Insert date].
OBJECT	If you think the Court should not approve the Settlement for any reason, you may object to the settlement, following the directions outlined in Paragraph 10 below. You must object in writing in order to appear at the Fairness Hearing to speak to the Court about the fairness of the Settlement. Your written Objection must be postmarked no later than [Insert date].

These rights and options – and deadlines – are explained in this Notice.

The Court in charge of this case still has to decide whether to give final approval to the Settlement. Class Member payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

1. Why did I receive this Notice, and what is this lawsuit about?

You are receiving this Notice because Accurate’s records indicate that at some time between March 10, 2019, and June 19, 2023, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction, according to Accurate’s records: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report. You are therefore a member of the Class.

Plaintiff alleged that during this time period, Accurate miscalculated the seven-year reporting period for criminal convictions by counting from the end date of parole rather than the start date of parole,

and that this calculation violated the ICRAA, CCRAA, and UCL. Accurate denies these allegations. This Notice has been sent because members of the Class have a right to know about the proposed Settlement of the class action lawsuit in which they are putative class members, and about all of their options, before the Court decides whether to approve the Settlement.

2. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or in favor of Accurate. Both sides believe they would have prevailed, but there was no final ruling in favor of either party. Instead, both sides agreed to a settlement. The parties engaged in lengthy and arm's length negotiations to reach this Settlement. That way, they avoid the delays and uncertainties associated with a trial.

WHO IS IN THE SETTLEMENT

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

You are part of the Settlement if, based on Accurate's records, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction, according to Accurate's records: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report. If you are not sure about whether you are a member of the Class, you can contact the Settlement Administrator as identified in Paragraph 16 of this Notice.

WHAT YOU GET

4. What does the Settlement provide?

Accurate has agreed to pay \$2,525,000, which will be used to cover payments to Class Members, Class Counsel's attorneys' fees and costs, the costs of administering the Settlement, and a service payment not to exceed \$20,000 to the Plaintiff who brought the lawsuit and assisted with it.

5. How much will my payment be?

The amount of money you individually receive will depend both on the amounts the Court approves for attorneys' fees and costs, service award, and settlement administration costs, and on how many ~~people~~ Class Members elect to opt-out-submit Claim Forms in total of the Settlement. Each Class Member ~~who submits a timely Claim Form~~ will receive one share of the Net Settlement Fund. The value of each share will be determined by dividing the total amount of the Net Settlement Fund by the total number of shares, ~~and the total number of shares in turn depends on the number of Claim Forms submitted~~ which is defined as the total number of Class Members who have not opted out.

Based on Accurate's estimate of the number of Class Members, assuming ~~every no~~ no Class Member ~~submits a Claim Form~~ opts out, you could be eligible for a payment of approximately \$5,000. This number could vary based on the Court's approval of various items in the settlement and the number of ~~Claim Forms~~ opt-out requests submitted.

HOW YOU GET A PAYMENT

6. How can I get my payment?

In order to receive a payment, you ~~must submit a Claim Form postmarked or otherwise submitted by [Insert date].~~ you do not need to do anything at this time. The Settlement Administrator will mail you a check on or about [Insert date]. If you choose to exclude yourself (as explained in Paragraph 9 below), then you will not receive a payment and will not be part of the Settlement. ~~If you do nothing and do not submit a timely and fully completed Claim Form, you will not receive a payment and will release the claims summarized in Paragraph 8 below.~~

7. How will my payment be taxed?

Your payment will be allocated as non-wage income and may be reported on an IRS Form 1099 depending on the amount. Neither Class Counsel nor Accurate makes any representations concerning the tax consequences of this Settlement and you are advised to seek your own personal tax advice regarding the tax implications of the Settlement.

8. What claims will I be releasing?

If the Court grants final approval of the Settlement, then all Class Members who did not opt out are giving up (also called “releasing”) all claims of any kind against the Released Parties including all damages, injunctive relief, and any possible attorney’s fees or costs under Section 1786.18(a)(7) of the ICRAA, Section 1785.13(a)(6) of the CCRAA, or the UCL, and any state or federal analogs, that could have been brought based on the allegations in Plaintiff’s Complaint. The full Settlement Agreement, including the full release language, can be accessed by following the instructions in Paragraph 15.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to be able to file suit against Accurate on your own, then you must exclude yourself from the Class. This process is sometimes also referred to as “opting out.”

9. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must ~~send a letter~~ complete and sign the form included with this Notice and send it to the Settlement Administrator by First Class U.S. mail, e-mail, or fax, with a statement of your intention to opt out, such as: “I opt out of the Accurate background check settlement.” Be sure to include your name, email, address, telephone number, and your signature. Your exclusion request must be postmarked no later than [Insert date] and sent to the Settlement Administrator at the contact information provided in Paragraph 16.

If you validly exclude yourself, you will not receive a settlement payment, and you cannot object to the Settlement, but you will not release your claims. If you wish to exclude yourself, you should speak to a lawyer as soon as possible because your claims are subject to a statute of limitations.

OBJECTING TO THE SETTLEMENT

10. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like any part of it. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement of *R. Kemp v. Accurate Background, LLC*, No. 30-2021-01188280-CU-OE-CXC. In your Objection, be sure to include your name, address, email, telephone number, your signature, and the reasons why you object to the Settlement. Your Objection must be postmarked no later than [Insert date] and must be mailed to the Settlement Administrator at the mailing address provided in Paragraph 16.

If you choose to object, you have the right to appear at the Fairness Hearing either on your own behalf or through counsel, should you retain your own counsel. You do not need to be represented by an attorney to object. However, if you choose to retain your own counsel, you will be solely responsible for any attorneys' fees and costs incurred. If you wish to appear at the Fairness Hearing, you must state your intention to do so in writing in your Objection.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed Plaintiff R. Kemp as Class Representative. The Court has appointed Outten & Golden, LLP to represent you and all Class Members. These lawyers are called "Class Counsel." Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with the implementation of the Settlement throughout the duration of the terms of the Settlement at no cost to you. Class counsel may be contacted here:

Ossai Miazad
Christopher M. McNerney
Adam Koshkin
Outten & Golden, LLP
685 Third Avenue, 25th Floor
New York, New York 10071
Telephone: (212) 245-1000
[Insert Class Counsel E-mail Address]

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 1/3rd of the Settlement Fund for their attorneys' fees, reimbursement of actual litigation expenses and costs, and reimbursement of settlement administration costs.

13. How will the Plaintiff be paid?

Class Counsel will seek a \$20,000 Service Award for Plaintiff R. Kemp, for his work representing the Class.

THE COURT'S FAIRNESS HEARING

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

The Court is currently scheduled to conduct a Final Approval Hearing regarding the proposed Settlement on _____, 2024, at _____, in the Superior Court for the County of Orange, located at Civil Complex Center, Dept. CX 101, 751 W. Santa Ana Blvd, Santa Ana, CA 92701. You do not need to attend the hearing, but you may attend if you would like at your own expense. You may ask the Court for permission to speak at Final Approval Hearing.

At this hearing, the Court will consider the fairness, reasonableness, and adequacy of the Settlement. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. Please also note that the Court can continue the Final Approval Hearing to another date without further notice. Before attending, please confirm the date of the Final Approval Hearing by checking the Court's website, visiting the Settlement website at [www.\[Insert URL\].com](http://www.[Insert URL].com), or contacting Class Counsel.

15. Are there more details about the Settlement?

The full Settlement Agreement and certain pleadings filed are available on the website created for this Settlement by the Settlement Administrator, available at [www.\[Insert URL\].com](http://www.[Insert URL].com). The documents filed in this case may also be viewed on the Orange County Superior Court's website at <https://www.occourts.org/online-services/case-access>. Click the "Access Now" button to the right of the "Civil Case & Document Access" case type. Then click the "Accept Terms" button in the center of the page, enter the case number, and click "Search."

16. How do I get more information?

You can contact the Settlement Administrator at:

[Insert Settlement Administrator contact information]

You can also visit the Settlement website, at [www.\[Insert URL\].com](http://www.[Insert URL].com).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit A-2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

If Accurate Background LLC's ("Accurate") records show that at any time between March 10, 2019, and June 19, 2023, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report, you are entitled to a payment from this Settlement.

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

- You are receiving this Notice because Accurate's records indicate that you are a member of the Class as described below.
- This Notice relates to a settlement in a class action lawsuit alleging that Accurate violated the California Investigative Consumer Reporting Agencies Act ("ICRAA"), Consumer Credit Reporting Agencies Act ("CCRAA"), and Unfair Competition Law ("UCL") by reporting job applicants' criminal convictions to potential employers that, when measured from the beginning of the parole period, were more than seven years old. Accurate denies that it violated the law. The two sides disagree as to whether Accurate's conduct was permitted under the law. The parties, however, have agreed to resolve the lawsuit through a Court-supervised settlement.
- Accurate has agreed to pay \$2,525,000, which will be used to cover payments to Class Members, Class Counsel's attorneys' fees and costs, the costs of administering the settlement, and a service payment not to exceed \$20,000 to the Plaintiff who brought the lawsuit and assisted with it.
- Payments to Class Members will vary based on a number of factors described in the settlement documents. Depending on those factors, it is presently estimated that you could be eligible for a payment of up to approximately \$5,000.
- Visit the Settlement Website at [www.\[Insert URL\].com](http://www.[Insert URL].com) for additional details about the Settlement. You may also get additional information by contacting the Settlement Administrator at the contact information identified in Paragraph 16 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will receive a payment from the Settlement and you will release the claims summarized in Paragraph 8.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt out”) from the Settlement, you must follow the directions outlined in Paragraph 9 below. If you request exclusion, <u>you will receive no money from the Settlement</u> , but also will not release any claims against Accurate. Your exclusion request must be postmarked no later than [Insert date].
OBJECT	If you think the Court should not approve the Settlement for any reason, you may object to the settlement, following the directions outlined in Paragraph 10 below. You must object in writing in order to appear at the Fairness Hearing to speak to the Court about the fairness of the Settlement. Your written Objection must be postmarked no later than [Insert date].

These rights and options – **and deadlines** – are explained in this Notice.

The Court in charge of this case still has to decide whether to give final approval to the Settlement. Class Member payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

1. Why did I receive this Notice, and what is this lawsuit about?
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You are receiving this Notice because Accurate’s records indicate that at some time between March 10, 2019, and June 19, 2023, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction, according to Accurate’s records: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report. You are therefore a member of the Class.

Plaintiff alleged that during this time period, Accurate miscalculated the seven-year reporting period for criminal convictions by counting from the end date of parole rather than the start date of parole, and that this calculation violated the ICRAA, CCRAA, and UCL. Accurate denies these allegations. This Notice has been sent because members of the Class have a right to know about the proposed Settlement of the class action lawsuit in which they are putative class members, and about all of their options, before the Court decides whether to approve the Settlement.

2. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or in favor of Accurate. Both sides believe they would have prevailed, but there was no final ruling in favor of either party. Instead, both sides agreed to a

settlement. The parties engaged in lengthy and arm's length negotiations to reach this Settlement. That way, they avoid the delays and uncertainties associated with a trial.

WHO IS IN THE SETTLEMENT

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

You are part of the Settlement if, based on Accurate's records, Accurate performed a background check on you for employment in California that contained a criminal conviction where, with respect to the conviction, according to Accurate's records: (1) you were discharged from parole in the seven year period prior to the report date, and (2) your release from incarceration and placement onto parole occurred more than seven years before the date of the report. If you are not sure about whether you are a member of the Class, you can contact the Settlement Administrator as identified in Paragraph 16 of this Notice.

WHAT YOU GET

4. What does the Settlement provide?

Accurate has agreed to pay \$2,525,000, which will be used to cover payments to Class Members, Class Counsel's attorneys' fees and costs, the costs of administering the Settlement, and a service payment not to exceed \$20,000 to the Plaintiff who brought the lawsuit and assisted with it.

5. How much will my payment be?

The amount of money you individually receive will depend both on the amounts the Court approves for attorneys' fees and costs, service award, and settlement administration costs, and on how many Class Members elect to opt-out of the Settlement. Each Class Member will receive one share of the Net Settlement Fund. The value of each share will be determined by dividing the total amount of the Net Settlement Fund by the total number of shares, which is defined as the total number of Class Members who have not opted out.

Based on Accurate's estimate of the number of Class Members, assuming no Class Member opts out, you could be eligible for a payment of approximately \$5,000. This number could vary based on the Court's approval of various items in the settlement and the number of opt-out requests submitted.

HOW YOU GET A PAYMENT

6. How can I get my payment?

In order to receive a payment, you do not need to do anything at this time. The Settlement Administrator will mail you a check on or about [Insert date] If you choose to exclude yourself (as explained in Paragraph 9 below), then you will not receive a payment and will not be part of the Settlement.

7. How will my payment be taxed?

Your payment will be allocated as non-wage income and may be reported on an IRS Form 1099 depending on the amount. Neither Class Counsel nor Accurate makes any representations concerning the tax consequences of this Settlement and you are advised to seek your own personal tax advice regarding the tax implications of the Settlement.

8. What claims will I be releasing?

If the Court grants final approval of the Settlement, then all Class Members who did not opt out are giving up (also called “releasing”) all claims of any kind against the Released Parties including all damages, injunctive relief, and any possible attorney’s fees or costs under Section 1786.18(a)(7) of the ICRAA, Section 1785.13(a)(6) of the CCRAA, or the UCL, and any state or federal analogs, that could have been brought based on the allegations in Plaintiff’s Complaint. The full Settlement Agreement, including the full release language, can be accessed by following the instructions in Paragraph 15.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to be able to file suit against Accurate on your own, then you must exclude yourself from the Class. This process is sometimes also referred to as “opting out.”

9. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign the form included with this Notice and send it to the Settlement Administrator by First Class U.S. mail, e-mail, or fax. Your exclusion request must be postmarked no later than [Insert date] and sent to the Settlement Administrator at the contact information provided in Paragraph 16.

If you validly exclude yourself, you will not receive a settlement payment, and you cannot object to the Settlement, but you will not release your claims. If you wish to exclude yourself, you should speak to a lawyer as soon as possible because your claims are subject to a statute of limitations.

OBJECTING TO THE SETTLEMENT

10. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like any part of it. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement of *R. Kemp v. Accurate Background, LLC*, No. 30-2021-01188280-CU-OE-CXC. In your Objection, be sure to include your name, address, email, telephone number, your signature, and the reasons why you object to the Settlement. Your Objection must be postmarked no later than [Insert date] and must be mailed to the Settlement Administrator at the mailing address provided in Paragraph 16.

If you choose to object, you have the right to appear at the Fairness Hearing either on your own behalf or through counsel, should you retain your own counsel. You do not need to be represented by an attorney to object. However, if you choose to retain your own counsel, you will be solely

responsible for any attorneys' fees and costs incurred. If you wish to appear at the Fairness Hearing, you must state your intention to do so in writing in your Objection.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed Plaintiff R. Kemp as Class Representative. The Court has appointed Outten & Golden, LLP to represent you and all Class Members. These lawyers are called "Class Counsel." Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with the implementation of the Settlement throughout the duration of the terms of the Settlement at no cost to you. Class counsel may be contacted here:

Ossai Miazad
Christopher M. McNerney
Adam Koshkin
Outten & Golden, LLP
685 Third Avenue, 25th Floor
New York, New York 10071
Telephone: (212) 245-1000
[Insert Class Counsel E-mail Address]

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 1/3rd of the Settlement Fund for their attorneys' fees, reimbursement of actual litigation expenses and costs, and reimbursement of settlement administration costs.

13. How will the Plaintiff be paid?

Class Counsel will seek a \$20,000 Service Award for Plaintiff R. Kemp, for his work representing the Class.

THE COURT'S FAIRNESS HEARING

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

The Court is currently scheduled to conduct a Final Approval Hearing regarding the proposed Settlement on _____, 2024, at _____, in the Superior Court for the County of Orange, located at Civil Complex Center, Dept. CX 101, 751 W. Santa Ana Blvd, Santa Ana, CA 92701. You do not need to attend the hearing, but you may attend if you would like at your own expense. You may ask the Court for permission to speak at Final Approval Hearing.

At this hearing, the Court will consider the fairness, reasonableness, and adequacy of the Settlement. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. Please also

note that the Court can continue the Final Approval Hearing to another date without further notice. Before attending, please confirm the date of the Final Approval Hearing by checking the Court's website, visiting the Settlement website at [www.\[Insert URL\].com](http://www.[Insert URL].com), or contacting Class Counsel.

15. Are there more details about the Settlement?

The full Settlement Agreement and certain pleadings filed are available on the website created for this Settlement by the Settlement Administrator, available at [www.\[Insert URL\].com](http://www.[Insert URL].com). The documents filed in this case may also be viewed on the Orange County Superior Court's website at <https://www.occourts.org/online-services/case-access>. Click the "Access Now" button to the right of the "Civil Case & Document Access" case type. Then click the "Accept Terms" button in the center of the page, enter the case number, and click "Search."

16. How do I get more information?

You can contact the Settlement Administrator at:

[Insert Settlement Administrator contact information]

You can also visit the Settlement website, at [www.\[Insert URL\].com](http://www.[Insert URL].com).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit B

OPT-OUT FORM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

R. KEMP, individually, and on behalf of
others similarly situated,

Plaintiff,

v.

ACCURATE BACKGROUND, LLC,

Defendant.

Case No.: 30-2021-01188280-CU-OE-CXC

Hon. William D. Claster

[FirstName] [LastName]

[Address]

[City] [State] [Zip]

Records of Accurate Background, LLC (“Accurate”) indicate that you are a member of the Class described in the accompanying Notice. More information is contained in the accompanying Notice and at [website]. Please read the Notice carefully before completing this form.

You do not need to complete this form to remain in the Class. If you do not complete this form, you will remain in the Class and you are eligible for a payment as a Class member. Class Counsel currently estimates this payment could be approximately \$5,000, but the number could vary based on the Court’s approval of various items in the Settlement and the number of opt-out requests submitted.

If you do not want to remain in the Class and do not want to receive a payment as part of this Settlement, then, by properly filling out and returning this form, you will exclude yourself from the Settlement. If you do that, you will not be entitled to receive money from the Settlement, but also will not release any claims against Accurate.

If you decide to submit this Opt-Out Form, it must be submitted by email, fax, or mail, using the contact information below, so that it is received by the Settlement Administrator (or postmarked, if mailed) no later than [insert date].

**[SETTLEMENT ADMINISTRATOR CONTACT INFORMATION, INCLUDING
EMAIL]**

Part 1. Contact Information

Please confirm your contact information below.

«FirstName» «LastName» _____
«Address1» «Address2» _____
«City» «State» «Zip» _____
«Email» _____

Part 2. Your Signature and Confirmation Of Opting Out Of The Settlement

IF YOU WANT TO REMAIN A CLASS MEMBER AND RECEIVE FUNDS FROM THE SETTLEMENT, YOU SHOULD NOT FILL OUT THIS OPT-OUT FORM

In order to submit a valid opt out, you must sign and date below. By executing your signature and inserting the date below, you declare that:

1. I opt out of the Accurate background check settlement.
2. I acknowledge that by opting out I will receive no money from the Settlement but also will not release any claims I may have against Accurate.

Dated: _____, 2024 Signature: _____

Part 3: Questions?

If you have any questions, you should write or call the Settlement Administrator at [**contact information**].