

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON)	ELEVENTH JUDICIAL CIRCUIT
)	
GEORGE BOSKIE, HADEL TOMA and)	CASE NO. 2019CP3200824
TERRY KELLER,)	
)	
Plaintiffs,)	ORDER ON INJUNCTION
)	
v.)	
)	
BACKGROUNDCHECKS.COM, LLC)	
)	
Defendant.)	

The Court, having considered Plaintiff’s Unopposed Motion for Final Approval of the Proposed Class Action Settlement between Plaintiffs George Boskie, Hadel Toma, and Terry Keller and Defendant backgroundchecks.com LLC in the above captioned matter, and having found that the class settlement is fair, reasonable, adequate, and the best interests of the Settlement Class Members, the Court now enters this Injunction in connection with said class settlement.

Article 1 Overview

This injunction applies only to Defendant’s provision of Records Search Results to Downstream CRA’s for the purpose of the Downstream CRA preparing a Consumer Report (that provision being the “**Activity**”). When Defendant provides Records Search Results to Downstream CRA’s as part of the Activity, it does so as an agent of the Downstream CRA (in the same sense as the Downstream CRA’s employees are its agents), collaborating with the Downstream CRA in the preparation of the Downstream CRA’s Consumer Report. Nothing in this order affects or diminishes the Downstream CRA’s responsibility or liability for that Consumer Report. Defendant and the Downstream CRA may allocate responsibilities between them in order for the Downstream CRA’s Consumer Report to be in compliance with the FCRA and applicable FCRA-Equivalents. Article 2 describes how Defendant must obtain certifications from Downstream CRAs that they

will perform the duties allocated to them. Article 3 describes the alternative allocations of responsibility to which Defendant must require Downstream CRAs to certify. Article 4 describes the method by which Defendant must obtain Settlement Class Counsel's review of online certification language. Article 5 describes additional responsibilities that Defendant must perform in order to fulfill the responsibilities so allocated to Defendant. Article 6 describes assessments of Downstream CRAs that Defendant must perform to provide assurance that Downstream CRAs are fulfilling their responsibilities so allocated. Article 7 describes procedures that Defendant must use in responding to Settlement Class Members' requests for disclosures of Records Search Results within Defendant's files and for reinvestigation of Records Search Results.

Article 2 Procedural Certifications Method

Defendant shall adopt policies, procedures, and software systems that (as a whole) require each Downstream CRA to certify how it will use the Records Search Results that the Defendant provides, among the options set out in Article 3.

- (a) Defendant may permit Downstream CRAs to make these certifications either electronically or non-electronically and either in or with its order for Records Search Results or in advance of the order.
- (b) To the extent that Defendant permits a Downstream CRA to make electronic certifications that apply to future orders for Records Search Results (as opposed to making certifications in or with its order for Records Search Results), Defendant shall (1) adopt procedures for Downstream CRAs to make or re-affirm those certifications no less frequently than once every four months (in order to continue ordering Records Search Results) and (2) design the electronic certifications so that a Downstream CRA is unable to make any of the certifications

identified in Section 3.6, Section 3.8, or Section 3.10 if it has certified that its End-User's purpose under the FCRA is employment purposes.

- (c) Defendant need not offer all of the options set out in Article 3 and, if it offers any particular option, need not offer it to all Downstream CRAs or in respect of Consumer Reports prepared for all purposes that the FCRA permits.
- (d) Defendant need not use the labels set out in Article 3 for each certification; Defendant may use different labels or no labels at all.

Article 3 Procedural Certifications' Substance

The following specific certifications are in addition to other certifications that Defendant obtains from the Downstream CRA's (including that the Downstream CRA's will comply with the FCRA and other applicable law and that the Downstream CRA remains responsible for its Consumer Report being accurate, complete, up-to-date, and not obsolete).

Section 3.1 Research & Notify

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that it located through its use of Defendant's Database Search Results are complete and up-to-date by:
 - (1) not disclosing those Database Search Results in a Consumer Report;
 - (2) using those Database Search Results to identify names under which and jurisdictions in which to search for public records; and
 - (3) reporting only those public records identified from Defendant's Database Search Results that it also obtains in Traditional Search Results no more than 30 days before the date it first furnishes its Consumer Report to the End-User;

- (b) not report in its Consumer Report any public records that it located through its use of the Records Search Results from Defendant and that are prohibited by any applicable Obsolescence Prohibition
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that it located through its use of the Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (d) if the Downstream CRA includes any information that it also received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.2 Research

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that it located through its use of Defendant's Database Search Results are complete and up-to-date by:
 - (1) not disclosing those Database Search Results in a Consumer Report;
 - (2) using those Database Search Results to identify names under which and jurisdictions in which to search for public records; and
 - (3) reporting only those public records identified from Defendant's Database Search Results that it also obtains in Traditional Search Results no more than 30 days before the date it first furnishes its Consumer Report to the End-User;

- (b) not report in its Consumer Report any public records that it located through its use of the Records Search Results from Defendant and that are prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that it located through its use of the Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.3 Validate & Notify

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) obtaining a Traditional Search Result for each such public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User;
 - (2) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition;
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (d) if the Downstream CRA includes any information that it received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:

- (1) public record information is being reported by the Downstream CRA and its agents; and
- (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.4 Validate

The Downstream CRA must certify in substance that it will:

- (a) use the following strict procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) obtaining a Traditional Search Result for each such public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User;
 - (2) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.5 Assure & Notify

The Downstream CRA must certify in substance that it will:

- (a) use procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are complete and up-to-date by:
 - (1) reviewing each such public record to determine whether it is complete; and

- (2) obtaining a Traditional Search Result for each such incomplete public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User; and
 - (3) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition;
 - (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
 - (d) if the Downstream CRA includes any information that it received in Defendant's Database Search Results in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.6 Assure

The Downstream CRA must certify in substance that it will:

- (a) use reasonable procedures to ensure that any public records that it reports in its Consumer Report and that were included in Defendant's Database Search Results are not misleadingly incomplete by:
 - (1) reviewing each such public record to determine whether it is complete; and
 - (2) obtaining a Traditional Search Result for each such incomplete public record no more than 30 days before the date it first furnishes its Consumer Report to the End-User; and

- (3) using information in that Traditional Search Result to complete any incomplete information and update any out-of-date information;
- (b) not report in its Consumer Report any information that it received in the Records Search Results from Defendant and that is prohibited by any applicable Obsolescence Prohibition; and
- (c) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.7 Match & Notify

The Downstream CRA must certify in substance that it will:

- (a) use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report; and
- (b) if the Downstream CRA includes any information that it received in the Records Search Results from Defendant in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:
 - (1) public record information is being reported by the Downstream CRA and its agents; and
 - (2) of the name and address of the user that is the person to whom that information is being reported.

Section 3.8 Match

The Downstream CRA must certify in substance that it will use reasonable procedures to determine that any public records that it reports in its Consumer Report and that Defendant provided in Records Search Results are actually about the individual who is the subject of its Consumer Report.

Section 3.9 Restrict & Notify

The Downstream CRA must certify in substance that it will, if the Downstream CRA includes any information that it received in the Records Search Results from Defendant in its Consumer Report, provide notice to the subject of that Consumer Report, which fulfills the Consumer-Notice Requirement, that:

- (a) public record information is being reported by the Downstream CRA and its agents; and
- (b) of the name and address of the user that is the person to whom that information is being reported.

Section 3.10 Restrict

The Downstream CRA need not make any additional certifications.

Article 4 Procedural Certifications' Language

Throughout the first three years of the Term, Defendant shall follow the following process for Settlement Class Counsel to review and collaborate on the initial development of and subsequent changes to language to implement the substantive certifications set out in Article 3 into Defendant's online terms.

- (a) Defendant shall provide Settlement Class Counsel with an initial draft of proposed changes.
- (b) With Settlement Class Counsel, Defendant shall promptly discuss Settlement Class Counsel's observations about the proposed changes. During those discussions, Defendant may provide Settlement Class Counsel with interim drafts of proposed changes, which do not constitute the final draft noted below.
- (c) Defendant shall, after those discussions, provide Settlement Class Counsel with its final draft of proposed changes to its online terms. Defendant shall clearly identify the final draft as the "final draft."

- (d) If Settlement Class Counsel reasonably believes that Defendant's proposed changes do not satisfy the substantive requirements of Article 3, Settlement Class Counsel may request dispute resolution under Article 8.
- (e) Defendant need not make any changes that are (1) substantively more burdensome than the certifications set out in Article 3 or (2) stylistically inconsistent with Defendant's online terms.
- (f) Defendant shall implement either (1) its final draft if Settlement Class Counsel does not timely request dispute resolution or (2) the language resulting from mediation or an enforcement action if Settlement Class Counsel timely requests mediation or a subsequent enforcement action.

Article 5 Compliance Features

Based upon the option that a Downstream CRA certifies from among those listed in Article 3, Defendant shall apply certain compliance features to the Records Search Results as follows:

- (a) Currency Filtering: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, Section 3.3, or Section 3.4, Defendant shall apply restrictions related to public records not being updated that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (b) Obsolescence Filtering: Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, 3.3, Section 3.4, Section 3.5, or Section 3.6, Defendant shall apply restrictions related to Obsolescence Requirements that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in

fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.

- (c) **Completeness Filtering:** Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, 3.3, Section 3.4, Section 3.5, or Section 3.6, Defendant shall apply restrictions related to public records including the data elements that are material to the decision being made that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (d) **Strict Matching:** Unless the Downstream CRA makes the certifications in in Section 3.1, Section 3.2, Section 3.3, Section 3.4, Section 3.5, 3.6, Section 3.7, or Section 3.8, Defendant shall apply restrictions related to matching public records to individuals that either (1) are the same restrictions it applies when it produces a consumer report for an End-User or (2) which are more restrictive and result in fewer public records being reported than the restrictions it applies to a consumer report for an End-User. The restrictions Defendant currently applies when it produces a consumer report for an End-User were described in detail to Class Counsel.
- (e) **Consumer Notice:** Unless the Downstream CRA makes the certifications in Section 3.1, Section 3.2, Section 3.3, Section 3.4, 3.5, Section 3.7, or Section 3.9, Defendant shall send notices to comply with the Consumer-Notice Requirement on behalf of the Downstream CRA if the Downstream CRA has certified that the End-User's purpose for obtaining a Consumer

Report from the Downstream CRA is employment purposes under the FCRA. The Court acknowledges that Defendant currently intends not to offer this service to Downstream CRAs and not to accept orders for Records Search Results with that combination of certifications.

Article 6 Compliance Audits

Defendant shall conduct assessments of Downstream CRAs fulfillment of their certifications under Article 3. Before signature of this settlement agreement, Settlement Class Counsel reviewed Defendant's written procedures for conducting those assessments and approved of them as providing reasonable assurance that Downstream CRAs so assessed are fulfilling their certifications. Throughout the first three years of the Term, Defendant shall follow the following process for Settlement Class Counsel to review and collaborate on any proposed changes to those procedures.

- (a) Defendant shall provide Settlement Class Counsel with an initial draft of the proposed changes.
- (b) With Lead Class Counsel, Defendant shall promptly discuss Settlement Class Counsel's observations about the proposed changes. During those discussions, Defendant may provide Settlement Class Counsel with interim drafts of proposed changes, which do not constitute the final draft noted below.
- (c) Defendant shall, after those discussions, provide Settlement Class Counsel with its final draft of proposed changes. Defendant shall clearly identify the final draft as the "final draft."
- (d) If Settlement Class Counsel reasonably believes that Defendant's proposed procedures do not give reasonable assurance that Downstream CRA's so assessed are fulfilling their certifications, Settlement Class Counsel may request, in writing and within seven business days after Defendant's delivery of the final draft, that the Defendant and Settlement Class

Counsel mediate the issue. If Settlement Class Counsel does so, Defendant and Settlement Class Counsel shall resolve the issue in accordance with Article 7.

- (e) Defendant need not make any changes that are (1) substantively more burdensome than providing reasonable assurance that Downstream CRA's so assessed are fulfilling their certifications or (2) stylistically or structurally inconsistent with Defendant's other policies and procedures.
- (f) Defendant shall implement either (1) its final draft if Settlement Class Counsel does not timely request dispute resolution or (2) the language resulting from mediation or an enforcement action if Settlement Class Counsel timely requests mediation or a subsequent enforcement action.

Article 7 Disclosures and Reinvestigations

- (a) Upon a request directly from a Settlement Class Member for file disclosure that is made consistently with 15 U.S.C. § 1681h and any similar law, Defendant shall provide a disclosure that includes Records Search Results provided to Downstream CRA's as if the Records Search Results were consumer reports provided by a consumer reporting agency to an end-user under 15 U.S.C. § 1681g, regardless of whether applicable law otherwise so requires.
- (b) Upon a request directly from a Settlement Class Member for disclosure of a specific "report" (or similar request) that is made consistently with 15 U.S.C. § 1681h and any similar law, Defendant shall provide a disclosure of a specific Records Search Result provided to a Downstream CRA's as if the Records Search Results were consumer reports provided by a consumer reporting agency to an end-user under 15 U.S.C. § 1681g, regardless of whether applicable law otherwise so requires.

- (c) Upon a request directly from a Settlement Class Member for a reinvestigation of a Records Search Result provided to a Downstream CRA, Defendant shall conduct a reinvestigation in a manner consistent with 15 U.S.C. § 1681s-2(a)(8)(D)-(G), regardless of whether applicable law otherwise so requires.

Article 8 Individual Dispute Resolution

Section 8.1 Investigation of Alleged Violations

- (a) Before taking any other action, a Settlement Class Member who alleges that Defendant is violating this injunction must, either pro se or through counsel, give Defendant a Notice of Violation.
- (b) “**Notice of Violation**” means a written notice that:
- (1) is sent directly to Defendant at a mailing address that it specifies on the same page of its web site as it provides information for consumers to dispute the accuracy or completeness of its reports;
 - (2) specifies a mailing address and phone number for Defendant to use to contact the Settlement Class Member;
 - (3) includes sufficient information and documents to properly identify the Settlement Class Member if the alleged violation relates to information about the Settlement Class Member;
 - (4) affirms that the Settlement Class Member is a Settlement Class Member;
 - (5) identifies the conduct involved and the provision of this injunction that it allegedly violates;
 - (6) provides all information in the control or possession of the Settlement Class Member about the alleged violation; and

- (7) identifies how that violation would reasonably be expected to harm the Settlement Class Member.
- (c) Upon receipt of a Notice of Violation, Defendant shall investigate the alleged violation and respond to the class member within thirty days. If the Notice of Violation provides sufficient information to investigate the Settlement Class Member's allegation, Defendant shall provide a written response stating the results of Defendant's investigation of the allegation and any action to be taken in response to the allegation. Defendant's decision to take action in response to the allegation is not an admission of violation. If the Notice of Violation does not include sufficient information for Defendant to investigate the Settlement Class Member's allegation, Defendant shall provide a written response that identifies the specific additional information that it requires. Upon the Settlement Class Member's submission of all the additional information required (as set out in Defendant's response), Defendant shall investigate the alleged violation and respond to the class member within thirty days as described above.

Section 8.2 Court Orders on Disputes

After the dispute resolution process described above has been completed, the Settlement Class Member may individually submit his or her dispute regarding the allegation made in the Notice of Violation as civil contempt motion in the Court (under the Court's retention of exclusive jurisdiction under Article 13 and under the caption for this Litigation) to cause Defendant to comply with this injunction. The Settlement Class Member's submission to the Court must include copies of all correspondence between the Settlement Class Member and Defendant about the allegation. The Court will have exclusive and sole jurisdiction to resolve the dispute.

Article 9 Implementation Dispute Resolution

This Article 9 applies to any dispute where another provision of this settlement agreement refers the dispute to this Article 9.

- (a) Settlement Class Counsel may initiate dispute resolution by requesting, in writing and within seven business days after Defendant's delivery of a final draft, that the Defendant and Settlement Class Counsel mediate an unresolved issue related to a final draft. In its request for mediation, Settlement Class Counsel must propose a specific alternative that would replace those portions of the final draft to which Settlement Class Counsel objects. Within seven days of that request, Defendant shall make a counter-proposal, which may (but need not) deviate from its final draft.
- (b) Defendant shall participate in a one-day mediation with Settlement Class Counsel as promptly as reasonably possible with (1) Rodney A. Max or (2) if he is not available for a mediation within 21 days, another mediator chosen (i) by agreement or (ii) if no such agreement is reached within seven days, by JAMS from its panel of neutrals in Atlanta, Georgia. If the mediator in the mediation concludes that Defendant and Settlement Class Counsel will not successfully resolve the issue by mediation, the Court requests that the mediator make a mediator's proposal before determining that the mediation has reached an impasse. Defendant shall pay one-half of the mediator's fees.
- (c) If the Defendant and Settlement Class Counsel do not resolve the unresolved issue by the end of a one-day mediation, Settlement Class Counsel may file a motion in the Court to enforce the injunction within seven days after the end of the mediation. In its motion, Settlement Class Counsel must propose a specific alternative that would replace those portions of the final draft to which Settlement Class Counsel objects. Within seven days of that motion, Defendant shall

make a counter-proposal in its response to the motion, which may (but need not) deviate from its final draft.

- (d) In determining the issue, the Court:
- (1) apply the standard set out in Article 4 (if the unresolved issue related to certifications) or Article 6 (if the unresolved issue relates to audits), which are not intended to impair Defendant from competing in its market while complying the applicable law;
 - (2) hold a hearing promptly after Settlement Class Counsel files its motion and supporting brief and Defendant files its response and supporting brief;
 - (3) if the Court finds that any part of this Injunction is vague or ambiguous, before receiving or admitting any evidence concerning the meaning of any part of Injunction other than the Injunction itself (such as evidence of a prior course of dealing), expressly identify the vague or ambiguous text to which any such evidence would relate, state how the text is vague or ambiguous, and in the case of ambiguity expressly state how the conflicting interpretations are reasonable based on the of the text in question; and
 - (4) choose only between the parties' competing proposals, except to the extent that the proponent agrees to deviate from its proposal in the hearing.
- (e) The Court understands that the parties have relied (in agreeing to the entry of this injunction) upon the Court's willingness to limit its role in any such dispute to the procedure set out above.

Article 10 Implementation

The Court acknowledges that this injunction requires Defendant to make changes to its business practices. Defendant shall proceed in good faith and with reasonable diligence to implement these changes and shall complete that implementation by December 31, 2019. If Defendant is unable to comply with any of this deadline, the Court will grant Defendant a reasonable extension of time

sufficient to permit complete the implementation upon submission of an application to the Court showing good cause for the extension. Defendant shall file a notice with the Court promptly after it completes the implementation, stating the date on which the implementation was complete (the “**Implementation Date**”).

Article 11 Term

Section 11.1 Term

This injunction shall continue in force for seven years from the date of its issuance or the Implementation Date, whichever is later.

Section 11.2 Optional Withdrawal

Defendant may withdraw from this injunction by notice to the Court and Settlement Class Counsel if Defendant ceases the Activity. The notice must state the date on which it is to be effective. If Defendant intends to so withdraw, Defendant may cease additional progress towards full implementation under Article 10 by delivering that notice up to six months in advance of its cessation of the Activity. If a withdrawal under this Section 11.2 happens before the end of the Term, Defendant is enjoined from the Activity for the period from the effective date of the withdrawal through the end of the Term. After the effective date of the withdrawal until the end of the Term, Defendant may resume the Activity only if it provides written notice to the Court and Settlement Class Counsel that (a) identifies the date on which the Activity will resume, (b) reaffirms its submission to the jurisdiction of the Court, and (c) reaffirms that this injunction is binding on its conduct of the activity. Upon submission of such a notice, Defendant again becomes bound by this injunction.

Article 12 Successors to Defendant

Section 12.1 Automatic Application

This injunction binds Defendant and any entity into which Defendant merges, to which Defendant converts, with which Defendant consolidates or amalgamates, or which is the surviving entity in any similar transaction in which Defendant is not the surviving entity.

Section 12.2 Mandatory Application

During the Term, Defendant shall not sell, assign, or otherwise transfer any contracts with Downstream CRAs for the performance of the Activity, unless the buyer, assignee, or transferee agrees to file a motion adding itself as a person bound by this injunction and, until the filing and granting of that motion, agrees that the Court may enforce this injunction against the it despite not formally being a party to it. Each such buyer, assignee, or transferee may separately exercise the withdrawal option set out in Section 11.2.

Article 13 Retention of Jurisdiction

The Court retains personal and subject-matter jurisdiction for enforcement of this injunction through the end of the Term.

Article 14 Definitions

- (a) “**Activity**” has the meaning set out in Article 1.
- (b) “**Consumer-Notice Requirement**” means a notice that satisfies the obligations under 15 U.S.C. § 1681k(a)(1) of the FCRA and under any applicable FCRA-Equivalent for both the Downstream CRA and (to the extent applicable) Defendant.
- (c) “**Consumer Report**” means a consumer report as defined by the FCRA or any FCRA-Equivalent (including an investigative consumer report under the California Investigative Consumer Reporting Agencies Act).

- (d) “**Consumer Reporting Agency**” means a consumer reporting agency as defined by the FCRA or any FCRA-Equivalent (including an investigative consumer reporting agency under the California Investigative Consumer Reporting Agencies Act).
- (e) “**Database Search Results**” means Records Search Results that result directly from a search of a privately operated database of public records (other than such a database operated by a private organization acting as a contractor to a government agency that is the repository of those records).
- (f) “**Defendant**” means backgroundchecks.com LLC, a Delaware limited liability company that is successor by conversion to e-backgroundchecks.com, Inc., a Texas corporation.
- (g) “**Downstream CRA**” means any Consumer Reporting Agency to whom Defendant provides Records Search Results (either directly or through a conduit that is not a Consumer Reporting Agency) for the purpose of potentially either (a) using the Records Search Results to prepare a Consumer Report or (b) including the Records Search Search Results in a Consumer Report.
- (h) “**End-User**” means the person who receives a Consumer Report from a Downstream CRA who obtained Records Search Results for the purpose of potentially either (a) using the Records Search Results to prepare a Consumer Report or (b) including the Records Search Results in a Consumer Report.
- (i) “**FCRA**” means the federal Fair Credit Reporting Act (15 U.S.C. §§ 1681–1681x) and regulations issued under it.
- (j) “**FCRA-Equivalent**” means the California Investigative Consumer Reporting Agencies Act and any other law of any state, territory or the District of Columbia that purports to regulate a “consumer reporting agency,” excluding any such law to the extent that any federal law preempts it or that it is unconstitutional under the federal or applicable state constitution.

- (k) “**Implementation Date**” has the meaning set out in Article 10.
- (l) “**Notice of Violation**” has the meaning set out in Section 8.1(b).
- (m) “**Obsolescence Prohibition**” means the prohibitions set out in 15 U.S.C. § 1681c(a) and the similar prohibitions under any FCRA-Equivalent that are based on the amount of time that has passed since the occurrence of some event, in each case (1) subject to any applicable exceptions in the FCRA or FCRA-Equivalent, (2) excluding any such prohibitions in any FCRA-Equivalent that are preempted by the FCRA (including those in the FCRA-Equivalent for Colorado and Texas), and (3) excluding any such prohibitions that are unconstitutional under the federal or applicable state constitution.
- (n) “**Records Search Results**” means information found through a search for public records that might be about a named individual.
- (o) “**Settlement Class Counsel**” means E. Michelle Drake of Berger & Montague, P.C. (43 S.E. Main Street, Suite 505; Minneapolis, MN 55414).
- (p) “**Settlement Class Members**” means all natural persons residing in the United States or the District of Columbia about whom either (a) information existed in Defendant’s public records database or (b) Defendant provided a report to a third party, in either case from September 8, 2014 to May 17, 2019. Excluded from the settlement class are any Released Person (as defined in the settlement agreement filed in this case), any consumer who has previously released his or her claims against Defendant, and the undersigned judge.
- (q) “**Term**” has the meaning set out in Section 11.1.
- (r) “**Traditional Search Results**” means Records Search Results that result directly from a search of a publicly operated database or repository of public records (including a database

operated by a private organization acting as a contractor to a government agency that is the repository of those records).

IT IS SO ORDERED.

[ELECTRONIC SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: George Boskie , plaintiff, et al VS Backgroundcheckscom Llc

Case Number: 2019CP3200824

Type: Order/Permanent Injunction

So Ordered

s/Walton J. McLeod, 2765