

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,)	
)	FINAL APPROVAL ORDER
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 (“Named Plaintiffs” or “Class Representatives”) and Defendant backgroundchecks.com LLC (or “Defendant”) in the above-captioned matter, the Settlement Agreement entered into between the Parties (the “Settlement Agreement”), the objections and comments received regarding the proposed settlement, the record in the Litigation, the submissions and arguments presented by counsel, and having held a Final Approval Hearing on October 25, 2019 finds that:

1. Unless defined herein, for purposes of this Final Order, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of this action and over the settling parties hereto.
3. On May 17, 2019, this Court preliminarily approved the settlement and certified for settlement purposes, the HomeAdvisor Class and the Injunctive Relief Class (together “The Settlement Classes”) defined in the Settlement Agreement.
4. Pursuant to the Court’s Preliminary Approval Order, notice was mailed to the HomeAdvisor Class. The Court hereby finds and concludes that the notice was disseminated to

members of the HomeAdvisor Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the notice and the distribution procedures set forth in the Settlement Agreement fully satisfy South Carolina Rule of Civil Procedure 23 and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the HomeAdvisor Class who could be identified through reasonable effort, provided an opportunity for the HomeAdvisor Class Members to object or exclude themselves from the settlement, and support the Court's exercise of jurisdiction over the HomeAdvisor Class as contemplated in the settlement and this Final Order.

5. Pursuant to the Court's Preliminary Approval Order, the publication notice was provided to the Injunctive Relief Class. The Court hereby finds and concludes that the publication notice was disseminated to members of the Injunctive Relief Class in accordance with the terms set forth in the Settlement Agreement and in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the publication notice as implemented by the Settlement Administrator fully satisfy South Carolina Rule of Civil Procedure 23 and the requirements of due process for an injunctive relief class, was the best notice practicable under the circumstances, provided an opportunity for the Injunctive Relief Class Members to object from the settlement, and support the Court's exercise of jurisdiction over the Injunctive Relief Class as contemplated in the settlement and this Final Order.

6. No HomeAdvisor Settlement Class Members have requested exclusion from the Settlement.

7. The Settlement Agreement was arrived at as a result of arm's length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of the case.

8. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the HomeAdvisor Class and the Injunctive Relief Class in light of the complexity, expense, and duration of litigation, as well as the risk involved in establishing liability and damages and in maintaining the class action through trial and appeal.

9. The settlement consideration provided by the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration provided to members of the HomeAdvisor Class and the Injunctive Relief Class is reasonable, considering the facts and circumstances of the claims and defenses asserted in the Litigation, and the potential risks and likelihood of success of alternatively pursuing trial on the merits.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. The Settlement Agreement is finally approved as fair, reasonable, adequate, just, and in compliance with all applicable requirements of the United States Constitution (including the Due Process Clause) and all other applicable laws, and in the best interest of the Settlement Class.

11. No class members appeared in person to object to the Settlement. The Court has reviewed three objections to the Settlement which were filed as exhibits to Plaintiffs' Motion for Final Approval. For the reasons stated by counsel on the record during the hearing, those objections are overruled.

12. The Settlement Agreement, which shall be deemed incorporated herein, and the settlement are finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by any subsequent order issued by this Court.

13. Pursuant to South Carolina Rule of Civil Procedure 23, the Court certifies the Litigation, for settlement purposes only, as a class action on behalf of the following two Classes with respect to the claims asserted against Defendant in the Litigation:

“Injunctive Relief Class” 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, any person who has previously released his or her claims against Defendant, and the judge overseeing the Litigation.

“HomeAdvisor Class” means all natural persons residing in the United States or the District of Columbia who were the subject of one or more reports that Defendant prepared and furnished directly to HomeAdvisor, Inc. during the period from September 8, 2014 to May 17, 2019, which report or reports contained one or more criminal records where the reported disposition in the incident (a) was either blank or something other than a conviction of a crime; and (b) antedates the date of the report by more than seven years. Excluded from the settlement class are any Released Person, any person who has previously released his or her claims against Defendant, any person who validly opts out of the settlement pursuant to Section 4.6, and the judge overseeing the Litigation.

14. Defendant has expressly waived the provisions of S.C. Code Ann. § 15-5-150 and this Court therefore is free to exercise its jurisdiction to adjudicate the claims on residents of states outside of South Carolina.

15. The certification of the Settlement Classes shall be binding only with respect to the settlement of the Litigation. In the event that the Court’s approval of the settlement is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Classes shall be deemed vacated, the Litigation shall proceed as if the Settlement Classes had never been conditionally certified (including Defendant’s right to oppose

any subsequent motion for class certification), and no reference to the Settlement Classes, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

12. Pursuant to South Carolina Rule of Civil Procedure 23, the Court certifies Named Plaintiff George Boskie as the Class Representative for the HomeAdvisor Class, Plaintiffs George Boskie, Hadel Toma and Terry Keller as Class Representatives for the Injunctive Relief Class and appoints Berger Montague PC and Willig, Williams & Davidson as Class Counsel.

13. For settlement purposes only, the Court finds that the Litigation satisfies the applicable prerequisites for class action treatment under South Carolina Rule of Civil Procedure 23, namely:

- The Settlement Class is so numerous that joinder of all members is impracticable;
- There are questions of law and fact common to the Settlement Class Members;
- The claims of the Class Representatives are typical of the claims of the Settlement Class Members;
- The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members;
- Common questions of law and fact predominate over questions affecting only individual Settlement Class Members; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

16. The statutory and punitive damage claims released by Injunctive Relief Class Members are incidental to the meaningful and valuable injunctive relief provided by the settlement. *Berry v. Schulman*, 807 F.3d 600, 609 (4th Cir. 2015).

17. The Plaintiffs, HomeAdvisor Class Members, and Injunctive Relief Class Members and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually, as part of a mass action, as a class, in a representative

capacity, as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the releases contained in the Settlement Agreement, the Released Claims are compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this Final Judgment, provided, however, that the Released Claims shall not be construed to limit the right of Defendant or any member of the Settlement Classes to enforce the terms of the Agreement.

18. This Final Order is binding on all members HomeAdvisor Class, except those individuals who validly and timely excluded themselves from the settlement. This Final Order is binding on all members Injunctive Relief Class.

16. To the extent permitted by law and without affecting the other provisions of this Final Order, this Order is intended by the Parties and the Court to be res judicata and to prohibit and preclude any prior, concurrent, or subsequent litigation on behalf of, the Named Plaintiff or any member of the Settlement Classes or any other similarly situated person in the United States with respect to the Released Claims.

17. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Litigation and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement, including the Injunctive Relief Order being entered contemporaneously with this Final Order, and this Final Order. This Final Order finally disposes of all claims and is appealable.

18. This Final Order is not, and shall not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

19. The Court approves Class Counsel's application for \$2,378,255 in attorneys' fees plus \$11,279.50 in costs, and for a service awards to the Named Plaintiffs in the amount of \$3,500.00 each for Plaintiffs Toma and Keller, and \$7,000,00 total for Plaintiff Boskie. \$278,225 of the attorneys' fees, all of the costs (which were limited to costs attributable to the HomeAdvisor Class), and \$3,500 of Plaintiff Boskie's service award shall be paid from the HomeAdvisor Settlement Fund. The Court further approves and authorizes the deduction of an amount not to exceed \$29,000 from the Homeadvisor Settlement Fund to cover the Settlement Administrator's fees and costs with respect to notice and administration for the HomeAdvisor Class. These amounts are to be deducted from the Settlement Fund as set forth in the Settlement Agreement. Save and except as expressly set forth to the contrary in this Final Order and any judgment issued by this Court regarding Plaintiffs' application for fees and costs, Plaintiffs and Class Counsel shall take nothing by their claims and each party shall bear his or its own fees, costs, and expenses in connection with this Litigation. Except for the award to Class Counsel specified above, no fees or funds shall be paid to any other counsel representing any Settlement Class Members.

20. This Court hereby dismisses the Litigation against Defendant, including all claims against said Defendant, with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

21. Finding that there is no just reason for delay, the Court orders that this Final Order shall constitute a final judgment that is binding on the settling parties and the Settlement Classes.

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/Approval Of Settlement

So Ordered

s/Walton J. McLeod, 2765