

LEGAL NOTICE

To: All individuals who sought to provide services to GFK as an independent contractor in the United States (including all Territories and other political subdivisions of the United States) who were the subject of a consumer report furnished by First Advantage that GFK relied on to take adverse action, within five years prior to the filing of this action and extending through the date of the parties' settlement, and for whom GFK failed to provide the individual a copy of his or her consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action;

and

All individuals who sought to provide services to GFK as an independent contractor in the United States (including all Territories and other political subdivisions of the United States) who were the subject of a consumer report furnished to GFK by First Advantage which contained a grade of "Decisional," within five years prior to the filing of this action and extending through the date of the parties' settlement.

IF YOU ARE A MEMBER OF ONE OF THE GROUPS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement has been proposed in a class action lawsuit pending in the United States District Court, Southern District of New York, entitled *Taylor v. GFK Customer Research, LLC*, Case No. 1:16-cv-9968-ER.

This notice explains the nature of the lawsuit, the general terms of the proposed settlement, and the legal rights and obligations of Settlement Class Members.

GENERAL BACKGROUND

Plaintiff Jonathan Ellington Taylor filed a class action lawsuit against GFK Customer Research, LLC ("GFK") on behalf of similarly situated consumers. The lawsuit claims that GFK took adverse action against applicants based upon background reports without first providing them with notice and a copy of the report, in violation of the Fair Credit Reporting Act (or "FCRA"). GFK denies that it did anything wrong or that its conduct violated the FCRA, and no court or other entity has made any judgment or other determination of any liability.

The parties have determined that it is in their best interests to settle the lawsuit. The settlement was reached after vigorous pre-trial litigation, including a mediation session. By reaching a settlement, the Parties avoid the costs and risks of a trial, and the people affected will receive compensation. In addition, Judge Edgardo Ramos of the U.S. District Court of the Southern District of New York has determined that it is likely that the Court will be able to give final approval to the settlement, and certify the proposed Settlement Classes as a class action for settlement purposes only, with Plaintiff Jonathan Ellington Taylor as the class representative.

QUESTIONS? Call Toll-Free (844) 755-5801 or visit www.taylorfcrasettlement.com

THE PROPOSED SETTLEMENT

GFK agrees to establish a Settlement Fund of \$225,000.00 and to separately pay the costs of notice and administration of the settlement. Payments to class members, any attorneys' fees and expenses awarded by the Court, and an individual settlement and service award approved by the Court will be paid out of the Settlement Fund. Members of the Never Hired Class will receive an automatic payment of \$950.00. Members of the Adjudication Class will receive an automatic payment of \$100.

Based upon their time and expenses in this case, and not as a percentage of the total recovery, Counsel for the settling plaintiff ("Class Counsel") will request that the Court approve an attorneys' fees payment of \$140,000 to compensate them for the work they performed on behalf the Settlement Classes and the out-of-pocket expenses they incurred during the litigation. Class Counsel will also request that the Court award the class representative, Jonathan Ellington Taylor, an individual settlement and service award of \$10,000, in exchange for the broader release of his rights he is giving to GFK and the other Released Parties and for his time and efforts spent in service to the Settlement Classes. Class Counsel's fee petition and request for an individual settlement and service award will be available for you to review on June 13, 2019 at www.taylorfcrsettlement.com. The Court will make the final decision as to the amounts to be paid to the class representative and Class Counsel.

The value of any checks sent to Settlement Class Members that have not been negotiated (cash) within 60 days of the date of the check will be donated to The Legal Action Center.

DISMISSAL OF ACTION AND RELEASE OF CLAIMS

If the Court approves the proposed Settlement, it will enter a final and binding judgment in the lawsuit as to all Settlement Class Members who do not request to exclude themselves from the Settlement. The judgment will contain releases of claims in the following forms:

Never Hired Class Members: Upon entry of final judgment dismissing the Complaint with prejudice, Plaintiff and all Never Hired Class members shall release the Released Parties from all Claims of any and every kind arising, in whole or in part, from or in any way related to Defendant's procurement of consumer reports regarding Plaintiff and such class members, up to and including the Effective Date.

Adjudication Class Members: Upon entry of final judgment dismissing the Complaint with prejudice, all Adjudication Class members shall release the Released Parties from all Claims for statutory and punitive damages arising, in whole or in part, from or in any way related to Defendant's procurement of consumer reports regarding Plaintiff and such class members, up to and including the Effective Date.

Release of Class Mechanism: Plaintiff and all class members shall waive any right to pursue in any forum any Claims against the Released Parties on a class or collective action basis of any kind, including any mass action.

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“Released Parties” means (i) Defendant GFK Customer Research LLC; (ii) Defendant’s past, present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (iii) the past, present and future shareholders, officers, directors, members, employees, independent contractors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii).

FINAL SETTLEMENT APPROVAL HEARING

On July 24, 2019 at 11:30 a.m., a final settlement approval hearing will be held on the fairness of the proposed settlement. At the final settlement approval hearing, the Court will be available to hear any objections and argument concerning the proposed settlement’s fairness. The Court will also consider Class Counsel’s request for attorneys’ fees, costs, and an individual settlement and service award for named Plaintiff Jonathan Ellington Taylor. The final settlement approval hearing will take place before the Honorable Edgardo Ramos in the U.S. District Court for the Southern District of New York, located at 40 Foley Square, New York, NY, Courtroom 619.

HOW TO PARTICIPATE IN THE SETTLEMENT

You do not need to do anything to participate in the settlement. If the Settlement is approved by the Court and you do not exclude yourself, you will receive a payment automatically. If you are a member of the Never Hired Class, you will receive an automatic payment of \$950.00. If you are a member of the Adjudication Class, you will receive an automatic payment of \$100.00. To ensure any payment reaches you, you may wish to update your address either online at info@taylorfcrasettlement.com or by contacting Taylor v GFK Settlement, c/o Settlement Administrator, PO Box 23648, Jacksonville, FL 32241-3648.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You may exclude yourself from the lawsuit and the Settlement in two ways. You may exclude yourself electronically at info@taylorfcrasettlement.com, or by contacting the Settlement Administrator at:

Taylor v. GFK Settlement
c/o Settlement Administrator
PO Box 23648
Jacksonville, FL 32241-3648

If you timely request exclusion from the Settlement, you will be excluded from the Settlement, you will not be bound by any judgment in the lawsuit, and you will not be precluded from prosecuting any timely claim against GFK or any Released Party based on the conduct complained of in the lawsuit.

HOW TO OBJECT TO THE SETTLEMENT

QUESTIONS? Call Toll-Free (844) 755-5801 or visit www.taylorfcrasettlement.com

If you wish to participate in the Settlement but object to some or all of it, you must deliver a written objection to the Settlement Administrator at the address set forth above. Any written objections must state: the caption of the Litigation; the full name, address and telephone number of the Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and, all relief sought.

All objections must be postmarked no later than June 23, 2019. Objections to Settlement Class Counsel’s attorneys’ fees may be supplemented up to seven (7) days after the motion for such fees is filed on June 13, 2019. Settlement Class Members who fail to make objections in the manner specified above will be deemed to have waived any objections. Only Settlement Class Members who sent timely objections can speak at the fairness hearing. If you wish to speak to at the fairness hearing, you must notify the Court no later than June 23, 2019. You may be subject to cross examination at the hearing. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING

ADDITIONAL INFORMATION

The above description of the lawsuit is general and does not cover all of the issues and proceedings that have occurred. The full Settlement Agreement detailing all of the terms of the Settlement Agreement is available at www.taylorfcrasettlement.com. In order to see all of the proceedings in the case, you may visit the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov>. You may also visit or call the Clerk’s office of the Southern District of New York located at the Thurgood Marshall U.S. Courthouse, 40 Foley Square, New York, NY, Courtroom 619. The phone number of the Clerk’s office is (212) 805-0136. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

This notice is merely a summary of the terms of the Settlement. The complete terms and conditions are set forth in the Settlement Agreement, which is available from the Court’s file and on the Settlement website. To fully understand the terms and conditions of the settlement, the Court recommends that you read the Settlement Agreement, because it may contain language, terms, conditions and procedures that are not mentioned or explained in this notice. In the event of any conflict or disagreement between the language of this notice and the Settlement Agreement, the Settlement Agreement will control.

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DO NOT ADDRESS ANY SUBSTANTIVE QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE COURT OR THE JUDGE'S CHAMBERS.

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