

- This is a Court authorized notice of a proposed settlement in a class action lawsuit.
 - The lawsuit is about background checks that Aerotek, Inc. (“Aerotek”) ran on applicants and employees.
- You are estimated to receive \$12.21, \$20.39, or \$73.26, as explained in paragraph 6 below. You do not need to do anything in order to receive a payment from this settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
No Response Needed	You do not need to do anything to participate in this Settlement. If the settlement is approved by the Court, unless you choose to exclude yourself, you will receive a payment.
Exclude Yourself	This is the only option that allows you to be part of any other lawsuit or legal action against Aerotek about the matters being resolved in this Settlement. However, you will not receive payment in this Settlement.
Object	Write to the Court about why you object to the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you may view the Settlement Agreement at www.aerotekfcrasettlement.com. You may also contact the Settlement Administrator at 1-855-726-8414, access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at www.ohsd.uscourts.gov, or visit the office of the Clerk of the Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room 183, 85 Marconi Boulevard, Columbus, Ohio 43215, between 9:00 AM and 4:00 PM, Monday-Friday, excluding Court holidays.

TABLE OF CONTENTS

Basic Information.....	3
1. Why did I get this notice?.....	3
2. What is the lawsuit about?.....	3
3. Why is this case a class action?.....	4
4. Why is there a settlement?.....	4
Who Is In The Settlement.....	4
5. How do I know if I am part of the settlement?.....	4
The Settlement Benefits.....	4
6. What does the settlement provide?.....	4
7. How can I get a benefit?.....	5
8. When would I get my benefit?.....	6
9. What am I giving up to get a benefit or stay in the class?.....	6
10. How do I get out of the settlement?.....	6
11. If I don't exclude myself, can I sue Aerotek for the same thing later?.....	6
12. If I exclude myself, can I get benefits from this settlement?.....	7
The Lawyers Representing You.....	7
13. Do I have a lawyer in this case?.....	7
14. How will the lawyers be paid?.....	7
Objecting To The Settlement.....	8
15. How do I tell the Court that I don't like the settlement?.....	8
16. What's the difference between objecting and excluding?.....	8
17. Where and when will the Court decide whether to approve the settlement?.....	8
18. Do I have to come to the hearing?.....	9
19. May I speak at the hearing?.....	9
Getting More Information.....	9
20. Are there more details about the settlement?.....	9
21. How do I get more information?.....	9

Basic Information

1. Why did I get this Notice?

The Court in this case approved the posting of this Notice so that it could be viewed by potential members of the Settlement Class. The Settlement Class includes:

All persons on whom Aerotek procured a consumer report pursuant to the Fair Credit Reporting Act during the period from July 3, 2011 through September 30, 2014.

If you are unsure of whether you are in the Settlement Class, you can contact the Settlement Administrator at *Moore v. Aerotek, Inc.* and *Rubio-Delgado v. Aerotek, Inc.*, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103.

Composition of the Settlement Class is based upon Aerotek's records and investigation.

This Notice has been posted because members of the Settlement Class have a right to know about a proposed settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections or appeals relating to that Settlement are resolved, the benefits provided for by the Settlement will be available to members of the Settlement Class.

This Notice explains the Litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: www.aerotekfcrasettlement.com. This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the United States District Court for the Southern District of Ohio, and the case is known as *Moore v. Aerotek, Inc.*, Case No. 2:15-cv-02701 and *Rubio-Delgado v. Aerotek, Inc.*, Case No. 2:16-cv-01066 (the "Litigation"). The persons who filed this Litigation are called the Named Plaintiffs, and Aerotek is the Defendant.

2. What is the Litigation about?

Named Plaintiffs allege that Aerotek violated the Fair Credit Reporting Act by running background checks on employees and applicants without making legally required disclosures and, for some Class members, by taking adverse employment actions (terminating or not hiring or placing those individuals) due to the results of the background check.

Aerotek disputes the Named Plaintiffs' allegations and denies all liability to Named Plaintiffs and the Settlement Class. Aerotek denies Named Plaintiffs' allegations and has raised a number of defenses to the claims asserted.

The Parties are settling the Litigation to avoid the risk and expense of further litigation. No court has found Aerotek to have violated the law in any way. No court has found that the Named Plaintiffs could recover any certain amount in this Litigation.

Although the Court has authorized notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the Litigation.

3. Why is this case a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, representative plaintiffs are called “Class Representatives.” They seek to assert claims on behalf of all members of a class or classes of similarly situated people. By doing this, they can conserve resources by asserting their claims in a single lawsuit. Class actions often involve circumstances where claimed individual damages are too small for people to proceed on their own, but where the defendant’s conduct affected a lot of people all in the same way.

Lawyers who represent people who file class actions are called “class counsel.” To date, the lawyers who brought this case (“Class Counsel”) have not been paid any money for their work and have paid all their expenses out of pocket. They will only be paid if they win the Litigation or if the Court approves the Settlement.

4. Why is there a settlement?

The Court did not decide this case in favor of the Named Plaintiffs or in favor of Aerotek. If approved, the Settlement will stop the Litigation from being litigated any more. If the Litigation continued to be litigated, there is a possibility that the Settlement Class would receive nothing. There is also the possibility that Aerotek would be required to pay more than it has agreed to pay as a result of the Settlement.

Class Counsel investigated the facts and applicable law regarding the Named Plaintiffs’ claims and Aerotek’s defenses. The Parties engaged in lengthy and arms-length negotiations to reach this Settlement. Named Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class.

Both sides agree that, by settling, Aerotek is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is In The Settlement

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

You are a part of the Settlement if Aerotek procured a consumer report on you pursuant to the Fair Credit Reporting Act during the period from July 3, 2011 through September 30, 2014.

If you received a Postcard Notice, Aerotek’s records indicate you are a member of the Settlement Class. If you are not certain as to whether you are a member of the Settlement Class, you may contact the Settlement Administrator to find out. The Administrator can be reached at 1-855-726-8414. The question of class membership will be determined based on Aerotek’s records.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

The Settlement provides non-monetary and monetary benefits for Settlement Class Members.

First, Aerotek has agreed to allow Class Members who do not opt out of the Class to participate in the Aerotek Community for a period of three (3) months from the “Effective Date” of the settlement (30 days after all rights

to appeal the judgment and settlement are exhausted). Participation allows such Class Members access to, among other things, substantially more open requisitions with Aerotek clients that are not advertised publicly by Aerotek on its public-facing web site, as well as assistance with resume drafting. If the settlement receives final approval, information about how to sign up for the Aerotek Community will be posted on the settlement website and will also be included with your settlement check.

Second, Aerotek will provide a settlement fund of \$15,000,000. This money will be divided among the approximately 588,000 Settlement Class Members, and will also be used to pay for any Court-approved attorneys' fees, Class Representative awards, and administration costs.

The exact amount each Settlement Class Member will receive will depend on the amount of fees, awards and costs, as well as the number of Settlement Class Members participating in the settlement.

The amount will also depend on the claim category of each Settlement Class Member. There are three claims categories in this case:

(i) The 1681b(b)(2) Category includes all Settlement Class Members for whom Aerotek's records indicate that the background check Aerotek obtained on the Settlement Class Member was designated as "favorable".

(ii) The 1681b(b)(2) Adjudicated Category includes any member of the class to whom Aerotek's records indicate that a pre-adverse action notice letter was sent; and

(iii) The 1681b(b)(3) Category includes class members who were placed on Aerotek's payroll, designated by Aerotek's HRIS system as having separated for failing the background check, and were sent a pre-adverse action letter within 30 days of termination.

Although the exact amount will vary depending on the amount of attorneys' fees, Class Representative awards and administration costs, it is expected that Settlement Class Members in the 1681b(b)(2) Category will receive \$12.21; Settlement Class Members in the 1681b(b)(2) Adjudicated Category will receive \$20.39; and Settlement Class Members in the 1681b(b)(3) Category will receive \$73.26.

The Postcard Notice you received indicated if Aerotek's records showed you to be in the 1681b(b)(2) Category, the 1681b(b)(2) Adjudicated Category, or the 1681b(b)(3) Category. If the Postcard Notice you received said you were in a particular category and that is not correct, you have the opportunity to submit documentation to potentially receive an increased settlement amount. You must send a letter to the Settlement Administrator via mail to Moore v. Aerotek, Inc. and Rubio-Delgado v. Aerotek, Inc., Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103, which states that you received an unfavorable background check **and** either: (A) you were refused employment as a result, or (B) you WERE terminated after hiring by Aerotek. You must include the basis of your knowledge and submit any supporting documentation you have. This letter and documentation must be submitted by **May 15, 2017**. Aerotek will be able to challenge your certification. You will be notified if Aerotek challenges your certification and you will be given the opportunity to respond.

7. How can I get a benefit?

You do not need to do anything to be eligible to receive a payment under this Settlement. Unless you exclude yourself from the Class, you will automatically receive a payment.

Your interest as a member of the Settlement Class will be represented by the Named Plaintiffs and Class Counsel. You will be bound by any judgment arising from the Settlement. If the Settlement is approved the Settlement Administrator will send you a check for any money to which you are entitled under the Settlement.

If you change your address, you must mail a notification of your new address to the Settlement Administrator or submit a change of address online at www.aerotekfcrsettlement.com.

8. When would I get my benefit?

The Court will hold a final approval hearing on **June 22, 2017 at 12:30 p.m.** to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Payments to members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to get a benefit or stay in the Settlement Class?

Upon the Court's approval of the Settlement, all members of the Settlement Class who have not filed a timely and proper notice to exclude themselves from the Settlement Class (as well as their spouses, heirs, and others who may possess rights on their behalf), fully release Aerotek from any and all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Litigation, including but not limited to any and all claims under the Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(1), § 1681b(b)(2), and § 1681b(b)(3)), and any similar state law claims. This release explicitly includes claims for actual damages, statutory damages, and punitive damages, as well as for attorneys' fees and costs.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release, which are contained in the Settlement Agreement, please visit www.aerotekfcrsettlement.com.

10. How do I get out of the Settlement?

If you choose to be excluded from the Settlement (or "opt out"), you will not be bound by any judgment or other final disposition of the Litigation and you will not receive any settlement payment. You will retain any claims against Aerotek you might have. To opt out, you must state in writing your desire to be excluded from the Settlement Class. **Your request for exclusion must be sent by first class mail, postmarked on or before May 1, 2017**, addressed to:

Moore v. Aerotek, Inc.
Rubio-Delgado v. Aerotek, Inc.
Settlement Administrator
Attn: Exclusions
1801 Market Street, Suite 660
Philadelphia, PA 19103

If the request is not postmarked on or before May 1, 2017, your request to exclude yourself will be invalid, and you will be bound by the terms of the Settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims which arise out of or relate in any way to the claims in the Litigation as specified in the release referenced in paragraph 9 above.

11. If I don't exclude myself, can I sue Aerotek for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Aerotek for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

12. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, you are not part of the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

The Court has appointed Berger & Montague, P.C., the Law Offices of Devin Fok d.b.a. DHF Law, P.C. and O’Toole, McLaughlin, Dooley & Pecora, Co., LPA as Class Counsel:

E. Michelle Drake
Berger & Montague, P.C.
43 SE Main Street, Suite 505
Minneapolis, MN 55414

Matthew A. Dooley
O’Toole McLaughlin Dooley
& Pecora Co., LPA
5455 Detroit Road
Sheffield Village, OH 44054

Devin H. Fok
DHF Law, P.C.
234 E. Colorado Blvd., 8th Floor
Pasadena, CA 91101

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney’s fees.

14. How will the lawyers and Class Representatives be paid?

Class Counsel have not been paid anything for their representation of the Settlement Class to date. They have paid all the expenses of litigation out of their own pockets. If they were to lose the case, they would be paid nothing.

In connection with this Settlement, Class Counsel intend to apply to the Court for an award of attorneys’ fees, in an amount not to exceed \$5,000,000. That amount is equal to one-third of the settlement fund. They also intend to seek out-of-pocket litigation expenses incurred during the Litigation up to \$80,000. The Court will evaluate whether this fee request is reasonable in light of Class Counsel’s skill and the risk they undertook in bringing the Litigation. The Court may award less.

The Court has appointed Named Plaintiffs Ebony Moore, Jose Rubio-Delgado, Shalanda Burgess, and Harrietta Hubbard as Class Representatives. Class Counsel also will seek service awards for the Named Plaintiffs of no more than \$5,000 each for Plaintiffs Moore and Rubio-Delgado, and no more than \$3,000 each for Plaintiffs Burgess and Hubbard. These awards are intended to compensate the Class Representatives for the time and effort they have put into bringing this Litigation on behalf of everyone in the Settlement Class.

The costs of settlement administration are expected to be approximately \$750,000. If awarded by the Court, all of these amounts will be paid directly out of the settlement fund.

Objecting To The Settlement

15. How do I tell the Court that I don't like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as-is. If the Court denies approval, no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing. You may also appear at the final approval hearing, either in person, or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must (a) clearly identify the case names and numbers (*Moore v. Aerotek, Inc.*, Case No. 2:15-cv-02701 and *Rubio-Delgado v. Aerotek, Inc.*, Case No. 2:16-cv-01066); (b) contain the basis for and an explanation of the objection; (c) contain your name, address, telephone number, and email address (if you have one), and be signed by you or any attorney representing you; (d) include a statement of whether you intend to appear at the final approval hearing, either with or without an attorney; (e) be submitted to the Court, either by mail to the Clerk of Court, United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215, or by filing your objection in person at any location of the United States District Court for the Southern District of Ohio, and (f) a copy mailed to the Settlement Administrator. Your objection must be filed and/or postmarked on or before **May 1, 2017**.

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

The Parties have agreed and it is a term of the Settlement that no payments will be made to any objector, or any objector's counsel, for any reason, without district court approval. The Settlement Agreement further requires the district court to approve any payments made in connection with an objector withdrawing or dismissing an appeal.

16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Litigation no longer affects you.

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

There will be a final approval hearing to consider approval of the proposed Settlement on **June 22, 2017** at **12:30 p.m.** at the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room 183, 85 Marconi Boulevard, Columbus, Ohio 43215. The hearing may be postponed to a later date without further notice; Settlement Class Members should check www.aerotekfcrasettlement.com regularly for any changes to this date. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of Settlement; whether the Settlement Class is adequately represented by the Class Representatives and Class Counsel; and whether an order and Final Judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses and Class Representatives' compensation.

You will be represented at the final approval hearing by Class Counsel, unless you choose to enter an appearance in person or through your counsel. The appearance of your own attorney is not necessary to participate in the hearing.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Settlement Class at the final approval hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 15 above. You cannot speak at the hearing if you excluded yourself.

Getting More Information

20. Are there more details about the Settlement?

This Notice is only a summary. For a more detailed statement of the matters involved in the Litigation or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215, File: *Moore v. Aerotek, Inc.*, Case No. 2:15-cv-02701 and *Rubio-Delgado v. Aerotek, Inc.*, Case No. 2:16-cv-01066. The full Settlement Agreement and certain pleadings filed in the case are also available at www.aerotekfcrsettlement.com or can be requested, in writing or by phone, from the Settlement Administrator.

21. How do I get more information?

You can visit www.aerotekfcrsettlement.com or contact the lawyers representing the Settlement Class, identified in Paragraph 13 above. **Please do not contact the Court for information.**