

LEGAL NOTICE BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

You are receiving this notice because you have been identified as a Class Member who will be entitled to a settlement payment if a settlement is finally approved.

You could receive up to \$500 if you file a claim. However, the final amount you will receive depends on the number of claims filed. Based on prior claims rates in other settlements, the parties anticipate that payouts will be between \$50-\$200.

This proposed settlement covers people about whom DHI Group, Inc. and Dice Inc. (together, “Dice”) created a candidate profile since July 26, 2012, and with whom a third party sought to communicate using Dice’s software, as well as those people who requested a copy of their candidate profile from Dice.

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

This lawsuit alleges that DHI Group, Inc. and Dice Inc. (together, “Dice”) was a “consumer reporting agency” preparing “consumer reports” under the Fair Credit Reporting Act (“FCRA”) when it gathered information from various online sources regarding job seekers and then compiled that information into candidate profiles or “Open Web profiles” for sale to potential employers and recruiters, and that Dice violated the FCRA in various ways by not treating the profiles as “consumer reports.”

A person about whom Dice maintained an Open Web profile brought this lawsuit as a class action on behalf of individuals who were the subject of candidate profiles, alleging that the handling of candidate profiles by Dice did not comply with the FCRA.

Dice denies that it is a “consumer reporting agency” under the FCRA and that candidate profiles are “consumer reports.” Dice maintains that it did not do anything wrong and that the FCRA does not apply to Dice or its activities.

The Court has preliminarily approved a class action settlement of these claims which includes an agreement for Dice to make certain changes to its business practices and the creation of a common fund of \$1 million to be divided among Class Members who provide the Settlement Administrator with their current mailing address after Court-approved fees and expenses are deducted from the fund.

If it becomes final, the Settlement will release Dice from any further liability for the legal claims raised in this lawsuit.

Your legal rights will be affected by this Settlement whether or not you take any action in response to it.
Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OPTION	RESULT
FILE A CLAIM	<p><u>YOU COULD RECEIVE UP TO \$500 IF YOU FILE A CLAIM. HOWEVER, THE TOTAL AMOUNT YOU RECEIVE WILL DEPEND ON THE NUMBER OF CLAIMS FILED AND COULD BE SIGNIFICANTLY LESS THAN \$500.</u> Based on prior claims rates in other settlements, the parties anticipate that payouts will be between \$50-\$200.</p> <p>If you file a valid timely claim, you will receive a check mailed to the address you provide in connection with your claim. The check amount will be your <i>pro rata</i> share of the settlement fund after fees and expenses are deducted. The check amount will depend on the number of people in the class who file valid claims.</p> <p>You will also benefit from the business practices changes to which Dice has agreed including: the revised Terms of Use that the potential employer and recruiter customers must abide, the ability for consumers to review their Open Web profiles, correct profiles, and request deletion of Open Web profiles. In exchange for this relief, you will give up all claims against Dice relating to its FCRA violations to date.</p> <p>To be valid, Claims must be filed online or postmarked by June 24, 2019.</p>
DO NOTHING	<p>You will benefit from the business practices changes to which Dice has agreed, including: the revised Terms of Use that the potential employer and recruiter customers must abide, the ability for consumers to review their Open Web profiles, correct profiles, and request deletion of Open Web profiles. You will give up all claims against Dice relating to its FCRA violations to date.</p>
EXCLUDE YOURSELF	<p>You will get no payment and will have no rights to enforce the business practice changes set forth in the settlement. This is the only option that allows you to be part of any other lawsuit against Dice that involves the legal claims in this case.</p>
OBJECT OR GO TO THE HEARING	<p>Write about why you don't like the Settlement or speak in Court about the fairness of the Settlement.</p>

-) This Notice explains these rights and options **and the deadlines to exercise them.**
-) The Court still has to decide whether to grant final approval to this Settlement. If it does, payments will be made after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. WHY DID YOU GET THIS NOTICE?

According to Dice's records, you are the subject of a Dice Open Web profile and either a third party sought to communicate with you using Dice's software or you requested a copy of your candidate profile from

Dice since July 26, 2012. The Court sent you this Notice because you have a right to know about this proposed Settlement and how it affects you.

2. WHAT IS THE LAWSUIT ABOUT?

The individual who brought the lawsuit, who is called the Plaintiff, claims that Dice was a “consumer reporting agency” and that it failed: (1) to have a permissible purpose in disseminating consumer reports; (2) to obtain certifications from users of Dice’s system that the use is for a “permissible purpose” under the FCRA; (3) to obtain certifications from users who used the candidate profiles for “employment purposes” as defined by the FCRA that the user will comply with the FCRA; (4) to provide users with a summary of consumers’ rights under the FCRA; (5) to provide notices of users’ obligations under the FCRA; and (6) to provide consumers, upon request, with copies of Dice’s files about the consumers including the users to whom the profiles were provided and the sources of the information in the profiles.

Dice denies that it was a “consumer reporting agency” and that the candidate profiles are “consumer reports” under the FCRA. Therefore, Dice denies that it has any of the obligations described above, and denies liability for Plaintiff’s claims.

3. WHY IS THIS A CLASS ACTION?

In a class action, the Plaintiff brings the lawsuit for himself and as Class Representative on behalf of other people, called Class Members, who have similar claims. One court resolves all the issues for all the Class Members, except for those who timely exclude themselves. Judge Thomas E. Kuhnle of the Superior Court of California for the County of Santa Clara is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of Plaintiff or Dice. Instead, both sides agreed to a Settlement. That way, they avoid the cost and uncertainty of a trial and related appeals, while providing compensation to Class Members. The Class Representative and the attorneys think the Settlement is best for all Class Members. The Court in charge of this lawsuit has granted preliminary approval of the Settlement and ordered this Notice be distributed to explain it.

5. HOW DO YOU KNOW IF YOU ARE PART OF THE SETTLEMENT?

Everyone who fits this description is a Class Member:

All individuals about whom Defendants created an Open Web profile and (a) for whom a third party used a feature on the Open Web profile to communicate with the individual or (b) the individual requested deletion of their Open Web profile. The Class Period is from July 26, 2012 to the date that the Class List is prepared.

If your name was on a Notice sent to you by mail or email, then you are a Class Member and are part of the Settlement, unless you timely exclude yourself from it.

6. WHAT BENEFITS DOES THE SETTLEMENT PROVIDE YOU?

The Settlement provides for a payment of \$1 million by Dice to a fund from which payments to Class Members, attorneys’ fees and costs to Class Counsel, the costs of the settlement administrator, and a service payment to the Class Representative will be made. **If you file a claim, you could receive up to \$500. However, the final amount will depend on the number of claims filed, and could be significantly less than \$500. Based on prior claims rates in other settlements, the parties anticipate that payouts will be between \$50-\$200.**

The Settlement also provides that Dice will implement certain business practice changes including: the revising Terms of Use that the potential employer and recruiter customers must abide, allowing for

consumers to review their Open Web profiles, request corrections to Open Web profiles, and request deletion of Open Web profiles.

Settlement Class Members who submit valid timely claims via the Settlement Website or by mail will be entitled to a distribution from the Settlement Amount. The amount payable to each such Class Member will be the class member's *pro rata* share of the \$1 million settlement fund after deducting Court-approved amounts for an award of attorneys' fees and costs, settlement administration expenses, and a service payment to the Class Representative. If class members' *pro rata* shares of the settlement fund after deducting the Court-approved amounts exceeds \$500, the remainder shall be donated to a Court-approved *cy pres* recipient. However, to the extent the donation to the Court-approved *cy pres* recipient would exceed 25% of the settlement fund (\$250,000), class members' *pro rata* shares shall be increased above \$500 until the *cy pres* donation is equal to 25% of the settlement fund.

To receive a distribution from the Settlement Amount, you must submit a valid timely claim through the Settlement Website, www.DiceFCRASettlement.com, or you can print the claim form and mail it in. If you mail your claim form it must include the personal Notice ID included in the email you received about this lawsuit.

If you change your name or mailing address after you submit your claim and before you receive your payment, please email the Settlement Administrator at info@DiceFCRASettlement.com to update your information to ensure that you receive your payment.

7. IF THE SETTLEMENT IS APPROVED, WHEN WOULD YOU GET YOUR PAYMENT?

The Court will hold a hearing on **August 2, 2019 at 9:00 a.m.** to decide whether to grant final approval to the Settlement. If the Court grants final approval, there may be appeals. It's always uncertain how long it will take to resolve any appeals. Please be patient.

8. WHAT ARE YOU GIVING UP BY STAYING IN THE CLASS?

Unless you timely exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Dice about the legal issues in the class action. It also means that the Court's Orders in this case will apply to you and legally bind you. If you do not exclude yourself, you will agree to the following Release of Legal Claims:

Release of Legal Claims

Upon Final Approval, the Settlement Class Representative, each Settlement Class Member who has not opted out of the settlement in accordance with the terms of this Settlement Agreement, and each of their respective, executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns, and all those who claim through them or who assert claims on their behalf will be deemed to have completely released and forever discharged the Released Parties, and each of them, from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability for any type of relief and statutory or punitive damages predicated on any claim and for actual or statutory damages, punitive damages, restitution or other monetary relief of any and every kind, including, without limitation, those based on any federal, state, or local law, statute, regulation, or common law, including all claims for declaratory or injunctive relief, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, which the Settlement Class Representative or any Settlement Class Member ever had, now has or may have in the future resulting from, arising out of or in any way, directly or indirectly, connected with any acts or omissions that were raised or could have been raised in this Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the payment from this Settlement, and instead want to keep the right to sue or continue to sue Dice on your own about the legal issues in this case, then you must take the required steps described below to get out. This is called excluding yourself from the Settlement. Sometimes it is referred to as

“opting out” of the Settlement Class. If you exclude yourself, you will not receive a payment from this Settlement.

9. HOW DO YOU EXCLUDE YOURSELF FROM THE SETTLEMENT?

To exclude yourself from this Settlement, you must either send by mail or submit a letter via the Settlement Website at www.DiceFCRASettlement.com, saying that you want to be excluded. To be valid, your exclusion letter must include: (1) the name of this lawsuit, *Douglas v. DHI Group, Inc. et al.*; (2) your full name, mailing address, email address(es), and telephone number; (3) a statement that you wish to exclude yourself from the Settlement; and (4) your signature. You must mail your exclusion request **postmarked no later than May 27, 2019** to:

CLASS ACTION OPT OUT
ATTN: Dice FCRA Settlement
PO Box 58220
1500 John F Kennedy Blvd, Suite C31
Philadelphia, PA 19102

or submit your exclusion request via the Settlement Website by **May 27, 2019**.

WARNING: EXCLUSION LETTERS THAT ARE NOT POSTMARKED ON OR BEFORE MAY 27, 2019 OR THAT ARE NOT SUBMITTED VIA THE SETTLEMENT WEBSITE ON OR BEFORE MAY 27, 2019 WILL NOT BE HONORED.

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location or after the deadline. You must sign your exclusion letter. If you submit your exclusion letter through the Settlement Website, the Settlement Website will accept an electronic signature. A lawyer cannot sign for you. No one else can sign for you. If you opt out, your name will appear in the Court’s records to identify you as someone not bound by the Settlement.

10. IF YOU DON’T EXCLUDE YOURSELF, CAN YOU SUE DICE FOR THE SAME THING LATER?

No. If you don’t exclude yourself and the Settlement is granted final approval, you give up any right to sue Dice on any of the claims that this Settlement resolves. If you have a pending lawsuit against Dice over these claims, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

11. IF YOU EXCLUDE YOURSELF, CAN YOU STILL GET A PAYMENT FROM THIS SETTLEMENT?

No. If you exclude yourself from the Settlement Class, you will not receive a payment. But, you may sue, continue to sue, or be part of a different lawsuit against Dice (if any).

THE LAWYERS REPRESENTING YOU

12. DO YOU HAVE A LAWYER IN THIS CASE?

The Class Representative retained the following attorneys to represent them: Berger Montague, and Nichols Kaster, PLLP. The Court has appointed these two firms to represent you and the other Class Members. Together, the lawyers are called Settlement Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS’ FEES, NOTICE COSTS, AND ADMINISTRATIVE FEES BE PAID?

Dice has agreed to pay \$1 million to settle the claims of the Settlement Class, Class Counsel’s claim for attorneys’ fees and expenses, and to pay the costs of notifying the Settlement Class Members of the Settlement and of administering the Settlement process.

Class Counsel will ask the Court to award them attorneys' fees in an amount no greater than one-third of the Settlement Amount (\$333,333) plus reasonable out-of-pocket expenses. The Court may award the Plaintiff in this case a service awards up \$5,000 for the time and effort he has put into this case on behalf of the Settlement Class. Amounts paid to Class Counsel as fees and expenses and the service awards to the Plaintiff will reduce the amount that can be paid out to the Settlement Class as benefits.

The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the court demonstrating why the fee they are seeking is reasonable. This petition will be available on the Settlement Website no later than July 5, 2019.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

14. HOW DO YOU TELL THE COURT THAT YOU DON'T LIKE THE SETTLEMENT?

If you're a Class Member, you can object to the Settlement if you don't think it is fair, reasonable or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. You may submit a written objection as set forth below, or you may appear in person at the final approval hearing. If you choose to object in writing, be sure to include (1) the name of this lawsuit, *Douglas v. DHI Group, Inc. et al.*; Case No. 18-cv-331732; (2) your name, mailing address, email address, and telephone number; (3) a statement of whether you intend to appear at the Fairness Hearing; (4) the reasons you object to the Settlement; and (5) your signature. You must mail your objection to the following two places **postmarked no later than July 19, 2019**:

Class Counsel

E. Michelle Drake, Esq.
Berger Montague PC
43 Main Street SE, Suite 505
Minneapolis, MN 55414

Defense Counsel

Angela Kleine, Esq.
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482

15. 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 Class. Excluding yourself is telling the Court that you don't want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a public hearing to decide whether to grant final approval to the Settlement. You may attend the hearing, at your own expense, but you don't have to.

16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Fairness Hearing at **9:00 a.m., on August 2, 2019**, at the Superior Court of California, County of Santa Clara, 191 North First Street, Department 5, San Jose, CA 95113. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing as described in Question No. 18, below. The Court may also decide how much Class Counsel will be paid as attorneys' fees and costs and how much the Plaintiff will be paid as a service payment. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

17. DO YOU HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. MAY YOU SPEAK AT THE HEARING?

You may speak at the Fairness Hearing. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

19. WHAT HAPPENS IF YOU DO NOTHING AT ALL?

Unless you exclude yourself, if the Settlement is approved you will be included in the class and will be bound by the terms and conditions of the Settlement. If the Settlement is approved, your claims against Dice will be "released." This means you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Dice about the issues in this case. If you have made a valid claim, you will receive a payment.

GETTING MORE INFORMATION

20. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT??

This Notice summarizes the Settlement. More details are in a Settlement Agreement. You can review the Settlement Agreement and other documents relating to the case at www.DiceFCRASettlement.com. You may obtain a copy of the Settlement Agreement by writing to:

Dice FCRA Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@DiceFCRASettlement.com

Note: *Do not call or write the Court or the Court Clerk's office for more information*