

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between plaintiff Ian Douglas (“Settlement Class Representative”), on behalf of himself and the Settlement Class Members, defined below, and defendants DHI Group, Inc. and Dice Inc. (together, “Dice”).

### RECITALS

Whereas, the Settlement Class Representative is the plaintiff in an action entitled *Douglas v. DHI Group, Inc.*, Case No. 18CV331732, pending in the Superior Court of the State of California, County of Santa Clara (the “Action”);

Whereas, the Action asserts that Dice was a “consumer reporting agency” preparing “consumer reports” under the Fair Credit Reporting Act (“FCRA”) when it gathered information that job seekers have publicly posted about themselves on social networking sites and then compiled that information into “candidate profiles” for sale to potential employers and recruiters through its Open Web platform, and that Dice violated the FCRA in various ways by not treating the profiles as “consumer reports”;

Whereas, Dice denies (a) that it is a consumer reporting agency under the FCRA, (b) that “Open Web profiles” available on the Open Web platform were “consumer reports” under the FCRA, (c) the allegations and all liability with respect to any and all facts and claims alleged in the Action, (d) that the Settlement Class Representative and the class he purports to represent have suffered any harm, and/or (e) that the Action satisfies the requirements to be tried as a class action under California Code of Civil Procedure § 382;

Whereas, Open Web profiles are no longer marketed as a stand-alone product, but Open Web profile data (“social media aggregations”) may be searched by Dice users;

Whereas, the Settlement Class Representative and Settlement Class Counsel, defined below, have investigated the facts and law and have engaged in discovery, and the Agreement is a product of sustained, arm's length negotiations, including a day-long mediation session conducted with mediator Rodney Max;

Whereas, the Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process may require several more years of protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of Dice's personnel and resources; and the expense of any possible future litigation raising similar or duplicative claims;

Whereas, in light of the foregoing, the Parties and their counsel have agreed to resolve the Action in a class action settlement according to the terms of this Agreement; and

Whereas, the Parties believe that this Agreement is fair, adequate, and reasonable because, among other things: (1) it provides for conditional certification of a settlement class, (2) it provides for cash payments on a claims-made basis to Settlement Class Members who, after being given notice, provide their addresses and a certification that they believe they have been harmed by Dice's conduct; and (3) it provides for prospective relief.

Now, therefore, in consideration of the covenants and agreements set forth herein and without (a) any admission or concession on the part of Settlement Class Representative with respect to the merit of the Action whatsoever or (b) any admission or concession on the part of Dice with respect to its liability, it is hereby stipulated and agreed by the Settlement Class Representative on behalf of the Settlement Class Members, and Dice, that the Action and all claims of the Settlement Class Members that could arise against Dice based on the facts alleged in the Action be settled, compromised, and dismissed on the merits and with prejudice as to

Dice, subject to Court approval as required by California Code of Civil Procedure § 382, on the terms and conditions set forth herein.

## 1. DEFINITIONS

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

**1.1 Agreement or Settlement Agreement.** This document, including all exhibits.

**1.2 Candidate.** Persons about whom Dice maintains a social media aggregation profile in the platform Dice makes available to subscribers.

**1.3 Confidential Information.** All documents and things provided to Settlement Class Counsel by Dice during the course of the Action, whether by formal discovery or otherwise. Notwithstanding the above, neither documents nor information described in this section that were filed in the public record during the course of the Action, unless currently under seal, shall be Confidential Information.

**1.4 Claimants.** Settlement Class Members who submit a valid and timely Claim Form as described in section 7.1.

**1.5 Court.** Judge Kuhnle, Superior Court of the State of California, County of Santa Clara, or such other judge of the Superior Court of the State of California, County of Santa Clara, to whom the Action may hereafter be assigned.

**1.6 Distribution Amount.** The Settlement Payment less court-approved Settlement Class Counsel Fees and Expenses, Settlement Administration Expenses, and the Service Payment.

**1.7 Effective Date.** Effective Date means the first day after the first date on which all of the following have occurred:

- a) The Court has entered the Final Judgment approving the settlement, awarded the Settlement Class Representative any Service Payment, and awarded Settlement Class Counsel its reasonable attorneys' fees and costs;
- b) Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of attorneys' fees and costs; and
- c) only if there are written objections timely filed before the Fairness Hearing and those objections are not withdrawn before or at such hearing, the last of the following events to occur:
  - i) if no appeal is filed, then the date on which the objector's time to appeal the Final Judgment has expired with no appeal or any other judicial review having been taken or sought; or
  - ii) if an appeal of the Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intention of the Parties that the settlement shall not become effective until the Court's Final Judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the settlement.

**1.8 Fairness Hearing.** The hearing to be held on a date established in the Preliminary Approval Order, at which the Court will consider the Motion for Final Approval described in section 4.1, hear objections and determine (i) whether the proposed settlement and

compromise of this Action as set forth in the Settlement Agreement is fair, adequate, and reasonable to the Settlement Class Members and should be approved by the Court; (ii) whether the Final Judgment should be entered approving the settlement; (iii) whether a Final Judgment should be entered, dismissing the Action, on the merits and with prejudice, and to determine whether the release of claims, as set forth in the Settlement Agreement, should be approved; (iv) the amount of the Settlement Class Counsel Fees and Expenses to be paid to Settlement Class Counsel; (v) the amount of the Service Payment, if any, to be paid to the Settlement Class Representative; and (vi) such other matters as the Court may deem appropriate.

**1.9 Final Approval.** Occurs upon entry of the Final Judgment in the superior court.

**1.10 Final Judgment.** The final judgment and order of dismissal with prejudice to be rendered by the Court substantially consistent with this Settlement Agreement in the form attached as Exhibit 3 hereto.

**1.11 Final Settlement Class Member.** All Settlement Class Members who, by the date established in the order preliminarily approving the settlement, were sent the Notice, but have not excluded themselves from the class under section 3.6.1.

**1.12 Individual Benefit Amount.** The amount to be paid to Settlement Class Members as set forth in section 7.2.

**1.13 Notice.** The document, substantially in the form of Exhibit 2, to be sent via email pursuant to section 3.3 to the Settlement Class Members. The Notice shall provide a link to a settlement website and a unique class member ID number.

**1.14 Open Web.** The platform offered by Dice, Inc. that collected information that potential candidates have publicly posted about themselves on social networking sites and aggregated that information into “Open Web profiles.”

**1.15 Opt-Out Period.** The period that begins the day after the earliest date on which the Notice is mailed and that ends no sooner than sixty (60) days thereafter and no later than thirty (30) days prior to the Fairness Hearing. The Opt-Out deadline will be specified in the Notice.

**1.16 Parties.** The Settlement Class Representative, on behalf of himself and the Settlement Class Members, and Dice.

**1.17 Preliminary Approval Order.** The Order of Preliminary Approval of Settlement in the form attached as Exhibit 1 hereto.

**1.18 Released Parties.** Dice, Inc., DHI Group, Inc., and each of their present, former and prospective parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, distributors and the predecessors, successors and assigns of each of them.

**1.19 Service Payment.** The one-time payment, subject to Court approval, to the Settlement Class Representative for the risks he took in bringing the Action, and the time and resources he has put into representing the Settlement Class Members, as set forth in section 6.1, which shall be paid out of the Settlement Payment.

**1.20 Settlement Administration Expenses.** The costs of providing Notice to Settlement Class Members, administering the settlement and making payments to Settlement Class Members, including without limitation, printing and postage, web hosting fees, banking fees, and fees for the services of the Settlement Administrator.

**1.21 Settlement Administrator.** Subject to Court approval, Angeion Group, LLC.

**1.22 Settlement Class Counsel.** Collectively, Berger Montague PC and Nichols Kaster, PLLP.

**1.23 Settlement Class Counsel Fees and Expenses.** The amount awarded as attorneys' fees and litigation costs by the Court on the application of Settlement Class Counsel described in section 6.2, which shall be paid out of the Settlement Payment.

**1.24 Settlement Class List.** The list of persons referred to in section 3.2.

**1.25 Settlement Class Members or Settlement Class.** All persons who fall within the Settlement Class to be certified pursuant to section 3.1 hereof.

**1.26 Settlement Class Representative or Class Representative.** Plaintiff Ian Douglas.

**1.27 Settlement Payment or Settlement Fund.** A cash sum, subject to the provisions of section 7 hereof, in the total amount of \$1,000,000, inclusive of Settlement Class Counsel Fees, Settlement Administration Expenses, and Service Payments, to settle the Action and obtain a release as set forth in section 5.1 hereof.

**1.28 Dice.** DHI Group, Inc., Dice, Inc., and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them.

**1.29 Long-Form Notice.** The Long-Form Notice is the document attached as Exhibit 5 and is to be posted on the Settlement Website.

## **2. POST EXECUTION PROCEDURES**

**2.1 Motion for Preliminary Approval.** As soon as practicable after the execution of this Agreement, the Settlement Class Representative shall move the Court for an order substantially in the form of Exhibit 1 hereto: (a) preliminarily approving this Agreement as fair, adequate, and reasonable; (b) conditionally certifying the settlement class as defined in section 3.1 for settlement purposes only; (c) setting a date for the Fairness Hearing; (d) appointing the Settlement Administrator; (e) approving the Notice in substantially the form of Exhibit 2 hereto and the manner of providing the Notice to the Settlement Class Members described in sections 3.3 and 3.4; and (f) appointing Settlement Class Counsel for the Settlement Class Members. If the Court certifies any settlement class or enters any orders relating to the Settlement Class Representative and Settlement Class Counsel, such actions shall not be an adjudication of any fact or issue for any purpose other than the effectuation of this Settlement Agreement and shall neither be considered as law of the case or res judicata nor have collateral estoppel effect in this or any other proceeding. In the event that Final Approval is not achieved, the Court's orders contemplated by this section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity for any purpose in this Action or otherwise.

## **3. THE SETTLEMENT CLASS AND NOTICE**

**3.1 Settlement Class.** For settlement purposes only, the Parties agree that the Court may provisionally certify a settlement class in the Action defined as follows:

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.

Dice agrees not to contest certification of the conditional Settlement Class but reserves the right to contest any motion to certify a class for any purpose other than settlement of the Action.

**3.2 Settlement Class List.** Promptly following entry of the Preliminary Approval Order, Dice shall provide to the Settlement Administrator a list of the names of individuals who qualify for membership in the Settlement Class (“Settlement Class List”) and, where known, the last known addresses and email addresses of all such individuals.

**3.3 Manner of Giving Notice.**

**3.3.1** The Settlement Administrator will send the Notice to each Settlement Class Member at the email address(es) reflected in Dice’s records (other than known bad email addresses), with “read receipt” requested, within fifteen (15) days of the entry of the Preliminary Approval Order by the Court. Before sending the Email Notice to the Settlement Class Members, the Settlement Administrator shall update the email addresses on the Settlement Class List through the use of any appropriate databases routinely used by the Settlement Administrator for the purpose of updating email addresses.

**3.3.2** Fifteen Days (15 days) prior to the deadline to submit Claim Forms as described in section 7.1, the Settlement Administrator will send a second Email Notice to each Settlement Class Member at the same address(es) as the Email Notice set forth in section 3.3.1. This second Email Notice shall have substantially the same content as the first and a statement that the Settlement Class Member has fifteen (15) days submit his or her Claim Form.

**3.3.3** In addition to sending the Notice directly to Settlement Class Members via email, the Settlement Administrator shall use individually targeted internet advertisements keyed to the email addresses found either in Dice’s records or through the update process described in Paragraph 3.3.1.

**3.4 Settlement Website and Telephone Line.** Settlement Class Counsel shall establish a website (the “Settlement Website”) at which Settlement Class Members may view the operative complaint, Preliminary Approval Order, the Settlement Agreement, the class Notice and other information regarding the settlement, and submit claims and other information to the Settlement Administrator through an online portal. The Settlement Website shall be accessible only to persons who supply a valid unique class member ID number or who enter an email address associated with a class member. The individually targeted advertising described in section 3.3.3 shall link to the Settlement Website. All content on the Settlement Website shall be subject to approval of the Parties. The Settlement Administrator will establish a toll-free telephone number for receiving toll-free calls related to the settlement.

**3.5 Notice and Administration Expenses.** All expenses associated with distributing the Notice and administering the settlement as provided in this Agreement including, but not limited to, the Settlement Administrator’s fees, will be paid from the Settlement Payment.

**3.6 Opt Outs by Settlement Class Members.**

**3.6.1 Procedures for Opt Outs.** Any request by a Settlement Class Member to be excluded from the Settlement Class (to “Opt Out”) must be in writing and must include the Settlement Class Member’s name, email address(es), mailing address, telephone number, and a statement that the person wishes to Opt Out of the Settlement Class. The Settlement Website shall provide a mechanism for Settlement Class Members to submit their written Opt Out request using an electronic signature. The Opt Out request must be personally signed by the Settlement Class Member who seeks to Opt Out; no Settlement Class Member may Opt Out through an actual or purported agent or attorney acting on behalf of the Settlement Class Member. No Opt Out request may be made on behalf of a group of Settlement Class Members. To be effective,

the Opt Out request must be mailed to the Settlement Administrator and must be postmarked on or before the last day of the Opt Out Period. Each Settlement Class Member who does not submit a valid request to Opt Out shall remain in the Settlement Class and shall be bound by the settlement and release provided in section 5.1 of this Agreement.

**3.6.2 Report of Opt Outs.** Within ten (10) days of the date by which Opt Out requests must be postmarked as set forth in the Notice, the Settlement Administrator shall provide Settlement Class Counsel and counsel for Dice a list of all Settlement Class Members who have opted out of the Settlement Class. The Settlement Administrator shall at the same time provide Settlement Class Counsel and counsel for Dice copies of all requests by Settlement Class Members to Opt Out of the Settlement Class.

**3.6.3 Effect of Opt Outs by Settlement Class Members.** If five percent (5%) or more of the members of the Settlement Class submit valid requests to Opt Out of the Settlement Class, Dice may elect to rescind this Agreement by providing written notice of such election to Settlement Class Counsel and to the Court within ten (10) days of its receipt, from the Settlement Administrator, of the Opt Out requests and names of Settlement Class Members deemed to have opted out. In the event Dice exercises its right under this section, all obligations under this Agreement shall cease to be of any force and effect, and this Agreement shall be rescinded, cancelled, and annulled, and the Parties shall return to their respective positions in the manner and effect as set forth in section 4.2 of this Agreement.

### **3.7 Objections by Settlement Class Members.**

**3.7.1 Procedure for Objections.** Any Settlement Class Member wishing to object to or oppose the approval of this Settlement Agreement, to the award of Service Payments to the Settlement Class Representative, or to the award of Settlement Class Counsel Fees and

Expenses to Settlement Class Counsel (“Objection”) must, by the date established in the Preliminary Approval Order, file with the Court a written Objection, including a statement of reasons for the Objection, and serve the Objection on Settlement Class Counsel and counsel for Dice. The Notice of Objection must state the case name and number; the basis for and an explanation of the Objection; the name, address, telephone number, email address and mailing address of the Settlement Class Member making the Objection; a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing, either with or without counsel; and identification of all counsel representing or assisting the Objector, if any. In addition, any Objection must be personally signed by the Settlement Class Member and, if represented by counsel, then by counsel. Any Settlement Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement. Only those Settlement Class Members who do not Opt Out of the settlement may object to approval of the settlement.

**3.7.2 Response to Objections.** Any responses by the Parties to Objections filed by Settlement Class Members shall be filed with the Court at least seven (7) days prior to the date established by the Court for the Fairness Hearing.

**3.7.3 Payments to Objectors.** Any payments by either of the parties to any Settlement Class Member objecting to the settlement other than the Settlement Class Member’s Individual Benefit Amount shall require approval of the Court. No party and no party’s counsel shall make any payment to any objector without court approval including on appeal.

#### **4. FINAL APPROVAL**

**4.1 Motion for Final Approval.** At the time appointed by the Court, Settlement Class Representative shall move the Court for an order (a) finally approving this settlement as fair, adequate, and reasonable; (b) certifying the Settlement Class as defined in section 3.1 for settlement purposes only; (c) finding that notice has been provided to the Final Settlement Class Members in a manner consistent with the requirements of due process; and (d) directing entry of a final judgment in substantially the same form as set out in Exhibit 3 hereto.

**4.2 Effect of Failure to Grant Final Approval.** If the Court declines to enter an order *finally* approving the settlement, or if the Final Judgment is reversed in whole or in part on appeal, certification of the Settlement Class will be vacated and the Parties will be returned to their positions status quo ante with respect to the Action as if the settlement had not been entered into. In such event, (a) any orders entered pursuant to the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion or for any other purpose; and (b) the fact that Dice did not oppose the certification of any class under the settlement, or that the Court preliminarily approved the certification of a settlement class, shall not be used or cited thereafter by any person or entity for any purpose, including in any contested proceeding relating to the certification of any class.

#### **5. RELEASE OF CLAIMS**

**5.1 Release by Settlement Class.** 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.

**5.2 California Civil Code Section 1542.** AS OF THE EFFECTIVE DATE, THE SETTLEMENT CLASS REPRESENTATIVE AND EACH SETTLEMENT CLASS MEMBER SHALL FURTHER AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: “§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

**5.3 After-Discovered Facts and Changes in Law.** The Settlement Class Representative or any Final Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of sections 5.1 and 5.2 hereof, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this section and sections 5.1 and 5.2 hereof. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this section and in sections 5.1 and 5.2 hereof, and that all of his/her claims in the Action shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts and subsequent changes in the law and without regard to whether the Final Settlement Class Member actually negotiates the check sent to such Settlement Class Member in payment of the consideration due such Settlement Class Member under the terms of this Agreement.

**5.4 Bar to Future Suits.** Upon entry of the Final Judgment, the Settlement Class Representative and Final Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding sections, in any proceeding against Dice or based on any actions taken by Dice that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Final Judgment herein may be pleaded as a complete defense to any proceeding subject to this section.

**6. SERVICE PAYMENT, SETTLEMENT CLASS  
COUNSEL FEES AND EXPENSES AND LITIGATION  
EXPENSES AND REIMBURSEMENTS**

**6.1 Service Payment.** The Settlement Class Representative may apply to the Court for a Service Payment of no more than \$5,000, to be paid from the Settlement Payment. The application for Service Payment must be filed at least fourteen (14) days before the deadline established in the Preliminary Approval Order for Settlement Class Members to serve Objections to approval of the settlement. The Settlement Class Counsel will post on the Settlement Website a copy of the Settlement Class Representative's application within one (1) business day of the filing of the application.

**6.2 Settlement Class Counsel Fees and Expenses.** Settlement Class Counsel may apply to the Court for an award of attorneys' fees and expenses reasonably incurred in furtherance of the Action to be paid from the Settlement Payment. The amount sought by Settlement Class Counsel as attorneys' fees shall not exceed one-third of the Settlement Payment (\$333,333). Class Counsel may also apply for reimbursement of reasonable out-of-pocket litigation costs and expenses. Settlement Class Counsel will file their application at least fourteen (14) days before the deadline established in the Preliminary Approval Order for Settlement Class Members to serve Objections to approval of the settlement. The Settlement Administrator will post on the Settlement Website a copy of Settlement Class Counsel's application within one (1) business day of the filing of the application. Dice's obligations related to the above-referenced Settlement Class Counsel Fees and Expenses in conjunction with the settlement is conditioned on Court approval of the Settlement Class Counsel's application for an award of attorneys' fees and expenses reasonably incurred in furtherance of the Action and shall be limited to the Settlement Class Counsel Fees and Expenses, as approved by the Court, which shall be paid out of the Settlement Payment.

### **6.3 Funding of Settlement Payment.**

**6.3.1** Within five (5) business days following Preliminary Approval Order, Dice will remit to the Settlement Administrator the estimated cost of providing notice. The Settlement Administrator will deposit such funds in a segregated account (the “Settlement Account”).

**6.3.2** Within ten (10) business days of the Effective Date, Dice will remit \$1,000,000, less any amount previously paid under section 6.3.1, to the Settlement Administrator.

**6.4 Payment of Service Payments and Attorneys’ Fees.** Within five (5) business days of the its receipt of funds described in section 6.3.2 from Dice, the Settlement Administrator will pay any Service Payment awarded by the Court out of the Settlement Payment by check made payable to the Settlement Class Representative. On that same date, the Settlement Administrator shall also transmit Settlement Class Counsel Fees and Expenses by wire payment to Settlement Class Counsel.

**6.5 Settlement Independent of Award of Fees, Costs, and Service Payments.** The payments of Settlement Class Counsel Fees and Expenses and Service Payment set forth in sections 6.1, 6.2, 6.3, and 6.4 are subject to and dependent upon the Court’s approval as fair, reasonable, adequate, and in the best interests of Settlement Class Members. However, this settlement is not dependent upon the Court’s approving Settlement Class Representative’s and Settlement Class Counsel’s requests for such payments or awarding the particular amounts sought. In the event the Court declines the requests or awards less than the amounts sought, this settlement shall continue to be effective and enforceable by the Settlement Class Representative, the Settlement Class Members, and Dice.

## **7. CLASSWIDE SETTLEMENT RELIEF**

### **7.1 Claims Process.**

**7.1.1** Settlement Class Members shall have the opportunity to submit a claim for monetary relief using a Court-approved Claim Form as detailed below.

**7.1.2** The content of the Parties' proposed Claim Form is attached as Exhibit 4.

**7.1.3** Settlement Class Members shall have the opportunity to complete and submit Claim Forms electronically through the Settlement Website. A link to the claim form shall be included in the Notice sent via email to all Settlement Class Members and such link shall also be provided on the landing page for any individually targeted advertisements sent to Settlement Class Members.

**7.1.4** A Claim Form shall be valid and complete only if all information requested on it has been provided. Additionally, Settlement Class Members must check the box on the Claim Form indicating that they believe their statutory rights were violated and that they were harmed by being contacted through the Open Web or Dice platform, in order to be eligible for a Distribution Amount.

**7.1.5** Settlement Class Members may submit their Claim Forms via the Settlement Website until no later than 90 days after Notice is provided pursuant to sections 3.3 and 3.4.

### **7.2 Individual Benefit Amount.**

**7.2.1** The Distribution Amount will be divided evenly amongst all Claimants with the individual sum to each Claimant being the Individual Benefit Amount.

**7.2.2** The maximum Individual Benefit Amount shall be \$500, except that, if enforcing this capped Individual Benefit Amount results in more than 25% of the Settlement Payment (\$250,000) being donated to the *cy pres* recipient (Public Justice), the maximum

Individual Benefit Amount shall be increased until the *cy pres* donation is equal to 25% of the Settlement Payment. The *cy pres* donation cap of 25% of the Settlement Fund shall not include any amounts distributed to the *cy pres* recipient pursuant to section 7.4.

### **7.3 Distributing the Individual Benefit Amount.**

**7.3.1** Within five (5) business days of the receipt of funds described in section 6.3.2 from Dice, the Settlement Administrator shall distribute the Individual Benefit Amount to each Claimant. Such benefits shall be distributed by checks (the “Initial Benefit Checks”) made payable to each Claimant. The Settlement Administrator shall mail the Initial Benefit Checks to the address provided in the Claim Form for each Claimant. All Initial Benefit Checks shall bear a legend stating that the check is not valid after a date certain, which will be the date ninety (90) days after the date of issuance.

**7.3.2** It shall be the sole obligation of each Final Settlement Class Member to inform the Settlement Administrator of any change(s) to his/her name and/or mailing address following his/her receipt of the Notice.

**7.3.3** In the event that any Claimant needs his/her Initial Benefit Checks to be reissued for any reason, *e.g.*, because he/she lost his/her Initial Benefit Checks or he/she changed residences after receiving the Notice, he/she may request the Settlement Administrator to reissue his/her check (a “Reissue Check”) via the Settlement Website; provided, however, that no such request will be honored unless it is submitted via the Settlement Website on or before the date on which the check would have initially expired. All Reissue Checks shall bear a legend stating that the check is not valid after a date certain, which will be the later of the initial check expiration date or the date which is fourteen (14) days after the date of issuance.

**7.4 Uncashed Checks.** Any settlement checks remaining uncashed after their void date shall be cancelled and the aggregate amount of such checks shall constitute and/or, in the event of the cap being enforced, be added to the amount to be distributed to the *cy pres* recipient, (Public Justice).

**7.5 Tax Issues Relating to Benefits.** The Settlement Class Representative agree, understand, and acknowledge that Dice may issue one or more 1099 Forms in accordance with federal law related to payments made by Dice to Settlement Class Counsel and to the Settlement Class Representative pursuant to this Agreement. The Settlement Class Representative, Claimants, and/or Settlement Class Counsel are solely responsible and agree to release and hold harmless Dice for any and all potential and/or actual federal, state, or local tax consequences that result from payments made to any of them under this Agreement.

**7.6 Remaining Monies.** If at the conclusion of the Claims Process as set forth in section 7.1 and enforcement of the maximum Individual Benefit Amount provision set forth in section 7.2.2, there are any monies remaining from the Distribution Amount, those monies shall be paid to the Parties' agreed-upon *cy pres* recipient (Public Justice) subject to the Court's approval in the Final Approval Order. Payment to the *cy pres* recipient shall be held until the amount of monies remaining from uncashed checks is determined as set forth in section 7.4. The combined donation pursuant to sections 7.2.2 and 7.4 shall be distributed to the *cy pres* recipient within 10 days of the expiration of the last uncashed check. The *cy pres* recipient may only use such funds for purposes other than financing litigation.

## **8. OTHER BENEFIT**

For a period of two years following the Effective Date, Dice shall observe the following business practices.

**8.1 Revised Terms of Use.** Dice shall revise its Terms of Use to (a) clarify to its potential users that the social media aggregation profiles available on Dice are to only be used to identify Candidates for possible recruitment and to make initial contact with such Candidates; (b) clarify that Dice users are not permitted to use such social media aggregation profiles as a factor in determining any consumer's eligibility for employment, retention, or promotion; and (3) prohibit Dice users from reviewing such profiles of persons who are employed by the user or have already expressed interest in employment with the user outside of the Dice search process.

**8.2 Reviewing Profiles.** Dice shall permit Candidates to review social media aggregation profiles maintained about themselves either on line, or by contacting Dice customer service to make a review request by email or by telephone.

**8.3 Correcting "Bad Matches."** A "Bad Match" occurs if Dice incorrectly identifies the social media profiles of two different people as belonging to one individual. Dice will maintain a policy for breaking Bad Matches identified in social media aggregation profiles by Candidates or by its customers.

**8.4 Suppressing Selected Social Media Sources.** Dice shall also permit Candidates to suppress from inclusion in social media aggregation profiles about them the content of their accounts on specific social media platforms (*e.g.*, Twitter).

**8.5 Profile Removal.** When Candidates request that their social media aggregation profiles be removed from Dice's system, Dice shall use suppressive coding to attempt to prevent such profiles from reappearing. Because Dice cannot guarantee that a new profile about the same individual will not ever be created, Dice shall include in communications with Candidates who request removal of their profile(s) a statement substantially similar to the following:

The system looks at source profiles and matches on a number of potential vectors to create a unique social media profile. It is possible for a person to have multiple Dice social media profiles based on unique and unmatched sources. Because of this we're always running social media profiles through the system to determine new matches and establish links based on new data being added to the system. For instance, if your username on most sites is "Bob's\_profile" and a number of other details match then we will create a unique Dice social media profile using those details. If your profile on another source site has the username "Bay Area Bob" with other details then we might not have enough connections to determine this profile should be matched with the existing "Bob's profile." This would result in two unique Dice social media profiles. If you request the removal of "Bob's profile" this would not necessarily cause us to remove "Bay Area Bob", since we have not yet determined that they relate to only one person. Because the system is always looking for new matches, if we ever process the source profiles and find a connection then we will rematch and hide the "Bay Area Bob" profile as it would now be associated with a removed profile.

## **9. SETTLEMENT ADMINISTRATOR'S REPORTING OBLIGATIONS**

**9.1 Declaration in Support of Final Approval.** The Settlement Administrator will file with the Court no later than ten (10) days before the date established by the Court for the Fairness Hearing, a sworn declaration verifying that Notice was provided to all Settlement Class Members as required in the Preliminary Approval Order and including a list of the Settlement Class Members who validly opted out of the Settlement Class as set forth in section 3.6.1 above.

## **10. CONTINUING JURISDICTION**

**10.1 Continuing Jurisdiction.** The Court shall retain jurisdiction to enforce this Agreement's terms and the Final Judgment.

## **11. COMPLIANCE REPORTING AND FINAL ACCOUNTING**

**11.1 Compliance Reporting and Final Accounting.** Within thirty (30) days of the date when all other obligations set forth in this Agreement have been completed, the Parties shall jointly file with the Court a notice stating that they have complied with all requirements set forth in this Agreement, the Preliminary Approval Order, and the Final Judgment.

## **12. RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION**

**12.1** Settlement Class Counsel, on behalf of themselves and their expert witnesses and consultants as well as other third parties retained by them, acknowledge that during the course of the Action, they have received Confidential Information. No later than thirty (30) days after the Effective Date, Settlement Class Counsel will certify that they have destroyed Confidential Information they received except to the extent it is part of Settlement Class Counsel's work product as provided below. Within the same time period, Settlement Class Counsel will from any expert witnesses, outside consultants, or other individuals or entities to whom Confidential Information was given, obtain and destroy all copies of Confidential Information.

**12.2** This provision is not intended to cover work product of Settlement Class Counsel but is intended to cover Confidential Information.

**12.3** Settlement Class Counsel also will not use any of the Confidential Information learned or obtained in the Action for any purpose after the Effective Date except as provided by court order.

## **13. NON-DISPARAGEMENT/NON-PUBLICITY**

**13.1** The Settlement Class Representative and Settlement Class Counsel agree to refrain from disparaging Dice and its parent companies, subsidiaries, affiliates, successors or assigns in the media regarding any issue related to the Action. Dice agrees to refrain from disparaging the Settlement Class Representative and Settlement Class Counsel in the media regarding any issue related to the Action. Failure to abide by this provision will constitute a breach of this Settlement Agreement.

**13.2** Neither Party shall issue a press release or make statements to the press about this settlement. However, after final approval Settlement Class Counsel may put a page on its website which states that the case has settled and which links to the Settlement Website.

## **14. NOTICES**

**14.1** Any communication or notice required by this Settlement Agreement to be sent to a party hereto shall be effected by facsimile and U.S. mail as follows:

**To Plaintiffs:**

E. Michelle Drake, Esq.  
Berger Montague PC  
43 Main Street SE  
Suite 505  
Minneapolis, MN 55414  
Facsimile: (612) 584-4470

**To Defendant:**

Brian Campbell, Esq.  
Senior Vice President & General Counsel  
DHI Group, Inc.  
1040 Avenue of the Americas, 8th Fl.  
New York, NY 10018

With a copy to:

Angela Kleine, Esq.  
Morrison & Foerster LLP  
425 Market St.  
San Francisco, CA 94105-2482  
Facsimile: (415) 276-7038

## **15. MISCELLANEOUS**

**15.1 Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

**15.2 No Liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by either party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in the Action. This Agreement does not constitute a waiver of any defenses or affirmative defenses that Dice or its successors may be entitled to assert in any future litigation, including the applicable statute of limitations.

**15.3 Amendment.** This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

## **16. REPRESENTATIONS AND WARRANTIES**

**16.1 No Additional Persons with Financial Interest.** The Settlement Class Representative represents and warrants that no lawyer other than those defined as Settlement Class Counsel in section 1.22, represents the Settlement Class Representative in this matter. The Settlement Class Representative agrees to hold Dice harmless from any claim that the term “Settlement Class Counsel” as defined in section 1.22 of this Agreement fails to include any person or firm who claims that they are entitled to a share of any attorneys’ fees awarded by the Court and paid to Settlement Class Counsel in this lawsuit.

**16.2 Parties Authorized to Enter into Settlement Agreement.** The Settlement Class Representative and Dice represent and warrant that he, she, or it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party covenants, warrants, and represents that he is and has been fully authorized to do so by such Party. Each Party hereto further represents and warrants that he, she, or it intends to be bound fully by the terms of this Agreement.

**16.3 Best Efforts.** The Parties agree that the terms of the Settlement Agreement reflect a good-faith settlement of disputed claims. Settlement Class Counsel and Dice consider the settlement effected by this Agreement to be fair and reasonable and will use their best efforts to seek approval of the Settlement Agreement by the Court, and in responding to any objectors, intervenors or other persons or entities seeking to preclude entry of the Final Judgment and, if the settlement is granted Final Approval, to effectuate the settlement’s terms. Settlement Class

Counsel and Dice each represent and warrant that they have not made, nor will they (a) attempt to void this Agreement in any way or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

**16.4 Time Periods.** The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of counsel for the Parties.

**16.5 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of California without regard to its choice of law principles.

**16.6 No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

**16.7 Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

**16.8 Execution in Counterparts.** This Agreement shall become effective upon its execution by all Parties. The Parties may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

**16.9 Signatures.** Each person executing this Settlement Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email or by facsimile will constitute sufficient execution of this Settlement Agreement.

**ON BEHALF OF PLAINTIFF**

Dated: November 29, 2018

DocuSigned by:  
  
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**ON BEHALF OF DEFENDANTS**

Dated: November \_\_, 2018

\_\_\_\_\_  
DHI Group, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Dated: November \_\_, 2018

\_\_\_\_\_  
Dice, Inc.

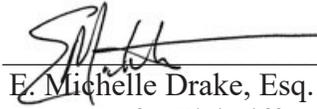
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**APPROVED AS TO FORM:**

BERGER MONTAGUE PC

Dated: November 29, 2018

  
\_\_\_\_\_

E. Michelle Drake, Esq.  
Attorney for Plaintiff

**ON BEHALF OF PLAINTIFF**

Dated: November \_\_, 2018

\_\_\_\_\_  
Ian Douglas

**ON BEHALF OF DEFENDANTS**

Dated: November \_\_, 2018

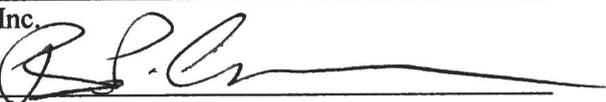
\_\_\_\_\_  
DHI Group, Inc.

BY: 

ITS: Senior Vice Pres. & Genl. Counsel

Dated: November \_\_, 2018

\_\_\_\_\_  
Dice, Inc.

BY: 

ITS: Senior Vice President & Genl. Counsel

**APPROVED AS TO FORM:**

BERGER MONTAGUE PC

Dated: November \_\_, 2018

\_\_\_\_\_  
E. Michelle Drake, Esq.  
Attorney for Plaintiff

MORRISON & FOERSTER LLP

Dated: November 29, 2018



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James F. McCabe, Esq.  
Angela E. Kleine, Esq.  
Attorneys for Defendants  
DHI Group, Inc. and Dice, Inc.

# **Exhibit 1**

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**

Case No.: 18-cv-331732

IAN DOUGLAS, individually, as a  
representative of the class, and on behalf of  
the general public,

Plaintiff,

v.

DHI GROUP, INC. and DICE INC.,

Defendants.

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT**

Case No.: CGC-15-547146

1 Plaintiff Ian Douglas (“Plaintiff”), on behalf of himself and the Settlement Class  
2 Members, and Defendants DHI Group, Inc. and Dice Inc. (together, “Dice,” and  
3 collectively with Plaintiff, the “Parties”), have entered into a Settlement Agreement dated  
4 [DATE] (the “Settlement Agreement”), providing for the settlement of this case (the  
5 “Settlement”).

6 Plaintiff has moved for, and Dice has indicated that it does not oppose, entry of  
7 this Order which, *inter alia*, (a) preliminarily approves the Parties’ proposed Settlement;  
8 (b) conditionally certifies the Settlement Class (defined below) for settlement purposes  
9 only; (c) appoints the Settlement Administrator; (d) provides for Notice of the Settlement  
10 to affected persons in accordance with the terms of the Settlement Agreement; (e)  
11 establishes procedures for objections to, and exclusions from, the proposed Settlement, (f)  
12 appoints Plaintiff as Class Representative and Plaintiff’s counsel as Class Counsel; and (g)  
13 sets a date for the Fairness Hearing.

14 Having considered the terms of the Settlement Agreement in light of the issues  
15 presented by the pleadings, the record in this case, the complexity of the proceedings, the  
16 absence of any evidence of collusion between the Parties, and the experience of Class  
17 Counsel in this matter, and being preliminarily satisfied that the Settlement Agreement is  
18 fair, reasonable and adequate, and being satisfied that the proposed Notice of Settlement  
19 Class Members and the plan for the mailing of that Notice is adequate and sufficiently  
20 informative as to the terms and effect of the proposed Settlement and the conditional  
21 certification of the Settlement Class,

22 IT IS ORDERED THAT:

23 1. This Court has jurisdiction over the subject matter of this Action pursuant  
24 to 15 U.S.C. § 1681p and Cal. Code Civ. Proc. § 410.10. This Court also has jurisdiction  
25 over all parties to this Action, including all members of the Settlement Class, as defined in  
26 paragraph 3, below.

1           2.       This Order incorporates by reference the definitions in the Settlement  
2 Agreement, and all capitalized terms used in this Order will have the same meanings as  
3 set forth in the Settlement Agreement, unless otherwise defined in this Order.

4           3.       The Parties have agreed to and the Court provisionally certifies the  
5 following class for the purposes of settlement (the “Settlement Class”):

6           All individuals about whom Defendants created an Open Web profile and  
7 (a) for whom a third party used a feature on the Open Web profile to  
8 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.

9           4.       Based on the Court’s review of the Settlement Agreement, the Motion for  
10 Preliminary Approval, the supporting brief, declarations of counsel, argument of counsel  
11 and the entire record, the Court finds that certification of the Settlement Class under Cal.  
12 Code of Civ. Proc. § 382 is appropriate because there is a well-defined community of  
13 interest in the litigation, the Settlement Class is so numerous that joinder would be  
14 impracticable, this Action presents common issues of law and fact that predominate over  
15 any individual questions, the named Plaintiff and his counsel are adequate representatives  
16 of the Settlement Class, and Plaintiff’s claims are typical of the claims of the members of  
17 the Settlement Class. The following counsel are hereby appointed to represent the  
18 Settlement Class: Berger Montague PC and Nichols Kaster, PLLP.

19           5.       Based on the Court’s review of the Settlement Agreement, the Motion for  
20 Preliminary Approval, the supporting brief, declarations, argument of counsel and the  
21 entire record, the Court finds that the Settlement is fair, reasonable, and adequate. The  
22 Plaintiff’s Motion to preliminarily approve the Settlement and certify the Settlement Class  
23 is granted.

24           6.       Angeion Group, LLC is appointed as Settlement Administrator. By  
25 accepting this appointment, the Settlement Administrator has agreed to be subject to this  
26 Court’s jurisdiction solely for the purposes of enforcement of the Settlement  
27 Administrator’s obligations under the Settlement Agreement.  
28

1           7.       The Court finds that the forms of notice to the Settlement Class regarding  
2 the pendency of the action and of this settlement, and the methods of giving notice to  
3 members of the Settlement Class are reasonable. These forms and methods constitute the  
4 best notice practicable under the circumstances and constitute valid, due, and sufficient  
5 notice of the Settlement Class. They comply fully with the requirements of Cal. Code  
6 Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and  
7 United States Constitution, and other applicable law.

8           8.       The Settlement Administrator shall email the Notices of the proposed  
9 Settlement in the manner described in Section 3.3 of the Settlement Agreement. Such  
10 Notice shall be substantially in the form of Exhibit 2 to the Settlement Agreement. Non-  
11 substantive changes may be made to the Notice by agreement of Parties without further  
12 order of this Court.

13           9.       The Court finds and determines that the method of providing notice to  
14 Settlement Class Members specified in Section 3.3 of the Settlement Agreement and the  
15 manner of providing for opt-outs specified in Section 3.6 of the Settlement Agreement are  
16 reasonable and appropriate, and satisfy the requirements of due process and the applicable  
17 California rules. Thereby the Court hereby explicitly adopts and incorporates those  
18 processes as if fully set forth herein.

19           10.      The Settlement Administrator is directed to file with the Court no later than  
20 \_\_\_\_\_, 2019 [14 days prior to the Fairness Hearing], a sworn declaration (a)  
21 confirming that the Settlement Class Members' email addresses were updated, and that the  
22 Notice was provided to all Settlement Class Members, as required by Section 3.3 of the  
23 Settlement Agreement; and (b) providing an accurate list of persons who opted out of the  
24 Settlement Class pursuant to Section 3.6 of the Settlement Agreement.

25           11.      If the Court does not enter the Final Judgment of the Settlement attached as  
26 Exhibit 3 to the Settlement Agreement without material modification, or if the Final  
27 Judgment is reversed in whole or in part on appeal, certification of the Settlement Class  
28 will be vacated and the Parties will be returned to their positions *status quo ante* with

1 respect to the Action as if the Settlement had not been entered into. In the event that Final  
2 Approval is not granted, (a) any Court order preliminarily or finally approving the  
3 certification of any class contemplated by the Settlement and any other orders entered  
4 pursuant to the Settlement Agreement shall be null, void, and vacated, and shall not be  
5 used or cited thereafter by any person or entity in support of claims or defenses or in  
6 support or in opposition to a class certification motion or for any other purpose, and (b)  
7 the Settlement Agreement will become null and void and the fact of the Settlement, that  
8 Dice did not oppose the certification of any class under the Settlement, or that the Court  
9 preliminarily approved the certification of a settlement class, or any information disclosed  
10 or exchanged as part of the settlement negotiations, settlement agreement, or the  
11 settlement approval process shall not be used or cited thereafter by any person or entity for  
12 any purpose, including in any contested proceeding relating to the certification of any  
13 class. In addition, if the Final Judgment is reversed in whole or in part on appeal, the  
14 release of claims set forth in Section 5 of the Settlement Agreement shall be rescinded.

15         12. All materials and information provided by Dice to Class Counsel or the  
16 Settlement Administrator with respect to the members of the Settlement Class may be  
17 used only for purposes of providing the Notice to Settlement Class Members or  
18 administering the Settlement and for no other purpose whatsoever. Class Counsel and the  
19 Settlement Administrator are directed to limit access to such materials and information to  
20 those persons who have a need to know such information to provide the Notice of the  
21 Settlement Class.

22         13. A hearing (“Fairness Hearing”) shall be held before this Court on the date  
23 established in paragraph 22 hereof to hear objections and determine (a) whether the  
24 proposed Settlement and compromise of this Action as set forth in the Settlement  
25 Agreement is fair, reasonable, and adequate to the Settlement Class Members and should  
26 be approved by the Court; (b) whether a Final Judgment should be entered approving the  
27 Settlement; (c) whether a Final Judgment should be entered, dismissing the Action, on the  
28 merits and with prejudice, and to determine whether the release of claims, as set forth in

1 the Settlement Agreement, should be approved; (d) the amount of attorneys' fees and  
2 expenses reasonably incurred in prosecution of the litigation to be paid to Class Counsel;  
3 (e) the amount of the Service Payment to be paid to the Settlement Class Representative;  
4 and (f) such other matters as the Court may deem appropriate.

5 14. Objections may be raised through appearing at the Fairness Hearing or by  
6 submitting a written objection. As set forth in Section 3.7.1 of the Settlement Agreement,  
7 any interested person who has not opted out of the Settlement Class may submit a written  
8 objection and any supporting papers or brief to the Court before the date established in  
9 paragraph 22 hereof. Copies of such written objections must also be served, so that they  
10 are postmarked no later than the last date for filing established in paragraph 22 hereof, on  
11 counsel for Dice and Settlement Class Counsel. All properly submitted objections shall  
12 be considered by the Court. Any Settlement Class Member who does not submit an  
13 objection in the manner provided above shall be deemed to have waived any objection to  
14 the Settlement and shall forever be foreclosed from making any objection to class  
15 certification, to the fairness, adequacy or reasonableness of the Settlement, and to any  
16 attorneys' fees and reimbursements approved by the Court.

17 15. Class Counsel's request for approval of attorneys' fees, costs and  
18 reimbursement of expenses shall be filed on or before the date established in paragraph 22  
19 hereof.

20 16. All memoranda, declarations and other evidence in support of the request  
21 for Final Approval shall be filed on or before the date established in paragraph 22 hereof.

22 17. All proceedings in this Action other than such as may be necessary to carry  
23 out the terms and conditions of this Order or the responsibilities incidental thereto are  
24 stayed and suspended as between the Plaintiff and Dice until further order of the Court.

25 18. The Parties have advised the Court that there are, to their knowledge, no  
26 lawsuits pending in any state or federal court or in any arbitral forum asserting claims that  
27 would be foreclosed by Final Approval of this Settlement.  
28

1           19. This Order is intended to immediately stop all litigation involving the  
2 claims released by the Settlement Agreement in all courts and other judicial and arbitral  
3 tribunals throughout the United States. Any individual who wishes to object to, or  
4 comment on, this Settlement or certification will have the opportunity to be heard at the  
5 Fairness Hearing scheduled by this Court.

6           20. The Court expressly reserves its right to adjourn the Fairness Hearing from  
7 time to time without further notice other than to counsel of record and to approve the  
8 proposed Settlement and request for approval of attorneys' fees and expenses at or after  
9 the originally scheduled Fairness Hearing.

10          21. The Court retains exclusive jurisdiction over the Action and all matters  
11 arising out of or connected with the proposed Settlement.

12          22. Pursuant to this Order, the schedule for dissemination of Notice, requesting  
13 exclusion from or objecting to the proposed Settlement, briefing, and the Fairness  
14 Hearing, is as follows:

15	Deadline for first e-mail notice (15 days 16 after preliminary approval is entered)	
17	Deadline for Settlement Class Members 18 to opt out (75 days after preliminary approval)	
19	Deadline for filing Class Counsel's 20 Motion for Attorneys' Fees and Class 21 Representative Service Payments (60 days after preliminary approval)	
22	Deadline for objections to proposed 23 Settlement (75 days after preliminary approval)	
24	Deadline for Claims to be submitted 25 (105 days after preliminary approval is 26 entered)	

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Deadline for filing Motion for Final Approval and for filing responses to objections (90 days after preliminary approval is entered)	
Deadline for filing responses to objections to proposed Settlement (7 days prior to fairness hearing)	
Fairness Hearing (approximately 120 days after preliminary approval is entered)	

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Thomas E. Kuhnle  
Judge of the Superior Court

# **Exhibit 2**

Name: **Class Member**  
Personal Identification #: **123456789**  
Confirmation Code: **12345**

**CLASS ACTION SETTLEMENT NOTICE**

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

*Douglas v. DHI Group, Inc. et al.*; Case No. 18-cv-331732

**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 unless you timely exclude yourself. To file a Claim Form, [click here](#).**

**The parties estimate you will 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 Dice created an Open Web 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 Open Web profile from Dice.**

**A state court authorized this Notice. This is not a solicitation from a lawyer.**  
**Read this notice carefully, as it affects your rights.**

For more information, visit [\[hyperlinked URL\]](#) or call **1-844-357-8803**

**WHAT IS THIS CASE ABOUT?** The individual who brought the lawsuit (called the Plaintiff) claims that DHI Group, Inc. and Dice Inc. (together, "Dice") violated a statute applicable to consumer reporting agencies called the Fair Credit Reporting Act ("FCRA"). Specifically, he alleges that Dice was a "consumer reporting agency" preparing "consumer reports" under the FCRA when it gathered information from various online sources regarding job seekers and then compiled that information into "candidate profiles" for sale to potential employers and recruiters, and that Dice violated the FCRA in several other ways by not treating the profiles as "consumer reports."

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.

**WHO IS INCLUDED?** **If your name is located on the top of this Notice, you are a Class Member and are part of the Settlement, unless you timely exclude yourself from it.**

The precise definition of a Class Member can be found in the [Long Form Notice](#).

**WHAT DOES THE SETTLEMENT PROVIDE?** **The parties estimate you will receive up to \$500 if you file a claim. However, the final amount will depend on the number of claims filed, and could be substantially less than \$500. Based on prior claims rates in other settlements, the parties anticipate that payouts will be between \$50-\$200.**

This amount comes from a payment of \$1 million by Dice to a fund from which payments to class members, attorneys' fees to Class Counsel, the costs of the Settlement Administrator, and a service

payment to the Class Representative will be made. The final amount will depend on the number of claims filed.

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 award totaling up to \$5,000 for the time and effort he has put into this case on behalf of the Settlement Class.

You will only receive a benefit if you file a Claim Form online by [DATE], or if mailed, postmarked no later than [DATE]. The Settlement also provides that Dice will implement certain business practice changes. For more information, visit [hyperlinked URL].

**HOW DO I FILE A CLAIM?** There are two ways to file a Claim Form: (1) File [online](#), at [hyperlinked URL]; or (2) [Print](#) a Claim Form, available at [hyperlinked URL], fill it out, and mail it (with postage) to the address listed on the Claim Form. Printed claim forms that do not contain a valid personal identification code (shown at the top of this email) will not be processed. **Claim Forms must be filed online or postmarked by [DATE].**

**YOUR OTHER OPTIONS.** If you don't want to receive a cash payment or other settlement benefits and don't want to be bound by the Settlement and any judgment in this case, you must send a written request to exclude yourself. You must either send your exclusion by mail or submit a letter via the Settlement Website at [hyperlinked URL], saying that you want to be excluded. Exclusions must be submitted or postmarked no later than [DATE]. If you exclude yourself, you will not receive benefits from the Settlement. If you don't exclude yourself, you will give up the right to sue Dice about any of the issues related to this case. Please see the [Long Form Notice](#) for additional details.

If you don't exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel.

The [Long Form Notice](#), available at [hyperlinked URL], further explains how to exclude yourself or object.

The Court will hold a hearing in this case on [DATE] at **TIME a.m.**, to consider whether to approve: (1) the Settlement; (2) attorneys' fees and costs for Class Counsel; and (3) a service award of \$5,000 for the Class Representative in this case. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class Members. These attorneys are listed in the [Long Form Notice](#). You may hire your own attorney to appear for you, but if you do so, it will be at your own expense.

**WHERE CAN I GET MORE INFORMATION?** For more information, visit [hyperlinked URL] or call [phone number].

Please keep this Notice for your records. You may need the Personal Identification Number and Confirmation Code located on the top of this email in the future. Please include your Personal Identification Number on all correspondence with the Settlement Administrator.

*A state court authorized this notice. This isn't a solicitation from a lawyer. You aren't being sued.*

[Unsubscribe](#)

# **Exhibit 3**

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**

Case No.: 18-cv-331732

IAN DOUGLAS, individually, as a  
representative of the class, and on behalf of  
the general public,

Plaintiff,

v.

DHI GROUP, INC. and DICE INC.,

Defendants.

**[PROPOSED] ORDER FINALLY  
APPROVING CLASS ACTION  
SETTLEMENT**

Case No.: 18-cv-331732

1 Plaintiff Ian Douglas (“Plaintiff”), on behalf of himself and the Settlement Class  
2 Members, and Defendants DHI Group, Inc. and Dice Inc. (together, “Dice,” and  
3 collectively with Plaintiff, the “Parties”), have entered into a Settlement Agreement dated  
4 [DATE] (the “Settlement Agreement”), providing for the settlement of this case (the  
5 “Settlement”).

6 A Fairness Hearing was held before this Court on [DATE] to consider, among  
7 other things, whether the Settlement represents a fair, reasonable and adequate  
8 compromise of the Action, and the amount to be paid to Class Counsel as fees and  
9 litigation costs for prosecuting the Action. Having considered the evidence and argument  
10 submitted by the Parties, and any objections to the Settlement submitted,

11 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED**  
12 **AND DECREED THAT:**

13 This Final Judgment incorporates by reference the definitions in the Settlement  
14 Agreement, and all capitalized terms used in this Final Judgment will have the same  
15 meanings as set forth in the Settlement Agreement, unless otherwise defined in this Final  
16 Judgment.

17 This Court has jurisdiction over the subject matter of this action, the Settlement  
18 Class Representative, the Settlement Class (defined below), and Dice. Final Approval of  
19 the Settlement, and the request for entry of a Final Judgment, is hereby **GRANTED**.

20 The Court finds that the Settlement Agreement is the product of good faith arm’s-  
21 length negotiations by the Parties, each of whom was represented by experienced counsel.

22 The Court finds that the Class proposed for purposes of the Settlement meets the  
23 requirements of Cal. Code Civ. Proc. § 382 and hereby certifies a Settlement Class in the  
24 Action as follows:

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

1 This Court approves all terms set forth in the Settlement Agreement and the  
2 Settlement reflected therein, and finds that such Settlement is, in all respects, fair,  
3 reasonable, adequate and in the best interest of the Settlement Class Members, and the  
4 Parties to the Settlement Agreement are directed to consummate and perform its terms.

5 The Parties dispute the validity of the claims in the action, and their dispute  
6 underscores not only the uncertainty of the outcome but also why the Court finds the  
7 Settlement Agreement to be fair, reasonable, adequate and in the best interests of the  
8 Settlement Class Members. Beyond facing uncertainty regarding the resolution of those  
9 issues, by continuing to litigate, Settlement Class Members would also face the challenge  
10 of surviving an appeal of any class certification order entered in this action, and any other  
11 rulings rendered during trial. Settlement Class Counsel has reviewed the Settlement  
12 Agreement and finds it to be in the best interest of the Settlement Class Members. For all  
13 of these reasons, the Court finds that the uncertainties of continued litigation in both the  
14 trial and appellate courts, as well as the tremendous expense associated with it, weigh in  
15 favor of approval of the Settlement reflected in the Settlement Agreement.

16 [If there are objections] Any and all objections to the Settlement Agreement, the  
17 Service Payments to the Settlement Class Representatives, and Settlement Class Counsel's  
18 request for attorneys' fees, costs and expenses have been considered and are hereby found  
19 to be without merit and are overruled.

20 The Court finds that the forms of notice to the Settlement Class regarding the  
21 pendency of the action and of this settlement, and the methods of giving notice to  
22 members of the Settlement Class are reasonable. These forms and methods constitute the  
23 best notice practicable under the circumstances and constitute valid, due, and sufficient  
24 notice of the Settlement Class. They comply fully with the requirements of Cal. Code  
25 Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and  
26 United States Constitution, and other applicable law. The Notice apprised the members of  
27 the Settlement Class of the pendency of the litigation; of all material elements of the  
28 proposed settlement, including but not limited to the relief afforded the Settlement Class

1 under the Settlement Agreement; of the res judicata effect on members of the Settlement  
2 Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of  
3 the identity of Settlement Class Counsel and of information necessary to contact  
4 Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full  
5 opportunity has been afforded to members of the Settlement Class to participate in the  
6 Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class  
7 Members are bound by this Final Judgment in accordance with the terms provided herein.

8         Within ten business days of the Effective Date of the Settlement, Dice shall deliver  
9 to the Settlement Administrator for deposit into the Settlement Fund the balance of the  
10 \$1,000,000 Settlement Fund in accordance with section 6.3.2 of the Settlement  
11 Agreement.

12         Having reviewed the submissions of Settlement Class Counsel, the Court finds that  
13 the sum of \$\_\_\_\_\_ is reasonable compensation for Settlement Class  
14 Counsel's attorneys' fees and expenses. The Settlement Administrator will pay this sum,  
15 as the Settlement Class Counsel Fees awarded by the Court, from the Settlement Fund, by  
16 wire transfer to Settlement Class Counsel within five business days of the Settlement  
17 Administrator's receipt of Dice's Settlement Fund deposit in accordance with section  
18 6.3.2 of the Settlement Agreement.

19         Having reviewed the submissions of Settlement Class Counsel, the Court finds that  
20 the sum of \$\_\_\_\_\_ is reasonable compensation for the Plaintiff's services in this matter.  
21 The Settlement Administrator shall pay these sums out of the Settlement Payment to each  
22 Class Representative within five business days of the Settlement Administrator's receipt  
23 of Dice's Settlement Fund deposit in accordance with section 6.3.2 of the Settlement  
24 Agreement.

25         Having reviewed the submissions of Settlement Class Counsel, the Court finds that  
26 the sum of \$\_\_\_\_\_ is reasonable compensation for the settlement administration services  
27 provided by Angeion Group, LLC in this matter. The Settlement Administrator may pay  
28 itself these sums out of the Settlement Payment within five (5) business days of the

1 Settlement Administrator's receipt of Dice's Settlement Fund deposit in accordance with  
2 section 6.3.2 of the Settlement Agreement.

3 Within five (5) business days of the Settlement Administrator's receipt of Dice's  
4 Settlement Fund deposit in accordance with section 6.3.2 of the Settlement Agreement,  
5 the Settlement Administrator shall mail out checks to Claimants in accordance with  
6 section 7.3 of the Settlement Agreement.

7 In accordance with section 7.3.1 of the Settlement Agreement, all Individual  
8 Benefit Checks issued to Claimants shall bear a legend stating that the check is not valid  
9 ninety (90) days after the date of issuance. The Settlement Administrator will effect the  
10 distribution of the sum of any settlement checks that remain uncashed after the last check  
11 void date in accordance with section 7.4 of the Settlement Agreement. Any charitable  
12 distributions made pursuant to section 7.4 of the Settlement Agreement shall be  
13 distributed to Public Justice along with any amounts required by section 7.2.2 of the  
14 Settlement Agreement.

15 Within thirty (30) days of the date when all other obligations set forth in the  
16 Settlement Agreement have been completed, the Parties shall jointly file with the Court a  
17 notice stating that they have complied with all requirements set forth in the Settlement  
18 Agreement, the Order of Preliminary Approval of Settlement, and this Final Judgment.

19 Upon Final Approval, the Settlement Class Representative, each Settlement Class  
20 Member who has not opted out of the settlement in accordance with the terms of this  
21 Settlement Agreement, and each of their respective, executors, representatives, heirs,  
22 successors, bankruptcy trustees, guardians, wards, agents and assigns, and all those who  
23 claim through them or who assert claims on their behalf will be deemed to have  
24 completely released and forever discharged the Released Parties, and each of them, from  
25 any claim, right, demand, charge, complaint, action, cause of action, obligation, or  
26 liability for any type of relief and statutory or punitive damages predicated on any claim  
27 and for actual or statutory damages, punitive damages, restitution or other monetary relief  
28 of any and every kind, including, without limitation, those based on any federal, state, or

1 local law, statute, regulation, or common law, including all claims for declaratory or  
2 injunctive relief, whether known or unknown, suspected or unsuspected, under the law of  
3 any jurisdiction, which the Settlement Class Representative or any Settlement Class  
4 Member ever had, now has or may have in the future resulting from, arising out of or in  
5 any way, directly or indirectly, connected with any acts or omissions that were raised or  
6 could have been raised in this Action. Should the Settlement Class Representative or  
7 Settlement Class Member who has not opted out prosecute any claim they have released  
8 in the preceding paragraphs, this Settlement may be pleaded as a complete defense.

9 Neither this Final Judgment nor the Settlement Agreement, nor any of its terms or  
10 provisions nor any of the negotiations or proceedings connected with it, shall be:  
11 (1) construed as an admission or concession by Dice of the truth of any of the allegations  
12 in the Action, or of any liability, fault or wrongdoing of any kind; or (2) construed as an  
13 admission by Settlement Class Representative or the Settlement Class as to any lack of  
14 merit of the claims or this action.

15 If the Effective Date, as defined in the Settlement Agreement, does not occur for  
16 any reason whatsoever, this Final Judgment and the Order of Preliminary Approval of  
17 Settlement shall be deemed vacated and shall have no force and effect whatsoever.

18 Without affecting the finality of this Final Judgment in any way, this Court retains  
19 continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this  
20 Final Judgment, and other matters related or ancillary to the foregoing.

21 The Parties having so agreed, good cause appearing, and there being no just reason  
22 for delay, it is expressly directed that this Final Judgment be, and hereby is, entered as a  
23 final and appealable order.

24 IT IS SO ORDERED.

25  
26 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Thomas E. Kuhnle  
Judge of the Superior Court

# **Exhibit 4**

## CLAIM FORM

[Autofill name and identifying number]

Dice's records show that you are the subject of a Dice candidate 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. **You will receive up to \$500 if you file a claim. However, the total amount you will receive depends on the number of claims filed.** Full details about the case, including the amount of any benefit that may be available to you, can be found at [www.\[INSERT\].com](http://www.[INSERT].com).

If the following statement is true, please check the box:

I, [autofill name], believe my statutory rights were violated and I was harmed by Dice's actions with respect to the Open Web profile created about me.	<input type="checkbox"/>
---	--------------------------

You must supply a mailing address to which the Settlement Administrator can mail any benefit payment to which you are entitled. Please sign and provide your mailing address below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

[Submit]

# **Exhibit 5**

**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 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
<b>FILE A CLAIM</b>	If you believe your statutory rights have been violated and that you have been harmed, you may file a claim. <b><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></b> Based on prior claims rates in other settlements, the parties anticipate that payouts will be

**QUESTIONS? CALL 1-INSERT TOLL FREE OR VISIT WWW.INSERT.COM**

	<p>between \$50-\$200. If you do not indicate on the claim form that you believe your statutory rights have been violated and that you were harmed by a third party's use of your profile or Dice's failure to provide you with a copy of your profile, you will not be eligible for a settlement payment.</p> <p>If you file a valid claim, you will receive a check mailed to the address you provide in connection with your claim. The check amount will be your pro rata 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><b>To be valid, Claims must be filed no later than [DATE].</b></p>
<b>DO NOTHING</b>	<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>
<b>EXCLUDE YOURSELF</b>	<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>
<b>OBJECT OR GO TO A HEARING</b>	<p>Write to the Court about why you don't like the Settlement or ask to 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.

**QUESTIONS? CALL 1-[INSERT] TOLL FREE OR VISIT WWW.[INSERT].COM**

## 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 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

QUESTIONS? CALL 1-**INSERT** TOLL FREE OR VISIT WWW.**INSERT**.COM

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 claims via the Settlement Website 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 (\$287,500), 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 claim through the Settlement Website, [www.\[INSERT\].com](http://www.[INSERT].com).**

If you change your name or mailing address after you submit your claim and before you receive your payment, please go to [www.\[INSERT\].com](http://www.[INSERT].com) and 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 [DATE] at XX 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

**QUESTIONS? CALL 1-[INSERT] TOLL FREE OR VISIT [WWW.\[INSERT\].COM](http://www.[INSERT].com)**

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.\[INSERT\].com](http://www.[INSERT].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 [DATE]** to: **“Dice Settlement Exclusions,” [SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]** or submit your exclusion request via the Settlement Website by **[DATE]**.

**WARNING: EXCLUSION LETTERS THAT ARE NOT POSTMARKED ON OR BEFORE [DATE] OR SUBMITTED VIA THE SETTLEMENT WEBSITE BY [DATE] 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.

**QUESTIONS? CALL 1-[INSERT] TOLL FREE OR VISIT WWW.[INSERT].COM**

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 Court's website no later than [DATE FROM PRELIMINARY APPROVAL ORDER].

## 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 must submit a written objection as set forth below. 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 three different places **postmarked no later than [DATE]**:

The Court	Class Counsel	Defense Counsel
Superior Court of California County of Santa Clara Clerk of Court 191 North First Street San Jose, CA 95113	E. Michelle Drake, Esq. Berger Montague PC 43 Main Street SE, Suite 505 Minneapolis, MN 55414	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 **XX a.m., on [DATE]**, at the Superior Court of California, County of Santa Clara, 191 North First Street, Courtroom \_\_, 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

QUESTIONS? CALL 1-[INSERT] TOLL FREE OR VISIT WWW.[INSERT].COM

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 ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Douglas v. DHI Group, Inc. et al.*; Case No. 18-cv-331732." Your letter must include your name, address, telephone number, email address and signature. You must identify the points you wish to speak about at the hearing, enclose copies of any documents you intend to rely on at the hearing, and state whether you intend to have a lawyer speak on your behalf. Your Notice of Intention to Appear **must be postmarked no later than 14 days prior to the Fairness Hearing** and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the addresses listed above. 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, 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.INSERT.com](http://www.INSERT.com). You may obtain a copy of the Settlement Agreement by writing to:

**INSERT CLAIMS ADMIN**

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

**QUESTIONS? CALL 1-INSERT TOLL FREE OR VISIT WWW.INSERT.COM**