

CLASS SETTLEMENT AGREEMENT

I. PREAMBLE

This Class Settlement Agreement is entered into as of the last date of execution below by and between CareerBuilder, LLC and Apollo Global Management, Inc. on the one hand, and Benjamin D. Fongers, both individually and on behalf of the Settlement Class Members, on the other, in connection with the lawsuit captioned *Fongers v. CareerBuilder, LLC, et al.*, No. 2019-CH-12804, which is pending in the Chancery Division of the Circuit Court of Cook County, Illinois before the Honorable Thaddeus L. Wilson.

II. RECITALS

WHEREAS, on November 1, 2019, Plaintiff Benjamin D. Fongers filed a putative class action lawsuit against Defendants CareerBuilder, LLC and Apollo Global Management, Inc., alleging that the Defendants unlawfully reduced and subsequently withheld commissions they owed to Plaintiff and other sales representative employees for sales those employees made prior to the compensation change.

WHEREAS, Plaintiff's Class Action Complaint filed in the Litigation asserts claims against Defendants under five counts for: (I) common law breach of contract; (II) common law breach of implied contract; (III) common law unjust enrichment; (IV) violation of the Illinois Sales Representative Act, 820 ILCS 120/1, et seq.; and (V) violation of the Illinois Wage and Payment Collection Act, 820 ILCS 115/1, et seq.

WHEREAS, the Litigation was initially assigned to the Honorable Michael T. Mullen and captioned *Fongers v. CareerBuilder, LLC, et al.*, No. 2019-CH-12804.

WHEREAS, on December 5, 2019, Defendants removed the Litigation to the United States District Court for the Northern District of Illinois pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d). Following removal, the case was assigned to the Honorable Charles R. Norgle, Sr. with case no. 19-cv-07966.

WHEREAS, Defendants' removal led to motion practice before the federal district court. For example, on January 6, 2020, Plaintiff filed a motion to remand, requesting that the Litigation be returned to state court on the grounds that Defendants' removal was improper and factually unsupported. Defendants' opposed Plaintiff's request, and the Parties fully briefed the motion. On October 21, 2020, Judge Norgle granted Plaintiff's motion to remand.

WHEREAS, the Parties' motion practice in federal court continued after remand. On March 8, 2021, Plaintiff filed a fee motion before Judge Norgle, seeking an award of attorneys' fees incurred as a result of Defendants' removal pursuant to 28 U.S.C. § 1447(c). Like the motion to remand, Plaintiff's fee motion was contested and fully briefed. On December 13, 2021, Judge Norgle entered an order granting Plaintiff's fee motion and awarding fees as requested.

WHEREAS, following remand to state court, Plaintiff propounded written discovery on May 21, 2021.

WHEREAS, on June 11, 2021, Defendants each filed motions to dismiss Plaintiff's Complaint pursuant to 735 ILCS § 5/2-615, with Apollo joining many of CareerBuilder's arguments by reference. Defendant CareerBuilder also filed a motion for protective order requesting that the Court stay discovery pending resolution of the motions to dismiss.

WHEREAS, in response to Defendants' motions to dismiss, Plaintiff moved to strike CareerBuilder's motion, which led to Defendants filing amended motions to dismiss on June 25, 2021. Plaintiff opposed Defendants' amended motions and filed opposition briefs on July 23, 2021, and Defendants filed reply briefs in support of their motions on August 13, 2021.

WHEREAS, after the motions to dismiss were briefed, the Parties agreed to explore the possibility of resolution. To that end, the Parties agreed to attend a mediation and filed a joint stipulation on August 5, 2021 to stay the Litigation pending the mediation.

WHEREAS, by agreement, Plaintiff and CareerBuilder selected the Honorable James R. Epstein (Ret.) of JAMS Chicago, a former justice of the Illinois Appellate Court, as mediator and scheduled a full-day mediation session to take place before Judge Epstein on October 21, 2021.

WHEREAS on October 21, 2021, Plaintiff, CareerBuilder, and their counsel attended a full-day, arm's-length mediation before Judge Epstein. They did not reach a resolution, but they nonetheless made progress and agreed to continue mediation, appearing for mediation sessions before Judge Epstein on December 14 and 20, 2021.

WHEREAS, although the second and third mediation sessions were productive, Plaintiff and CareerBuilder were unable to reach an agreement to resolve the Litigation, and they requested that the Court lift the stay and set a hearing on Defendants' pending motions.

WHEREAS, on December 21, 2021, the presiding Judge of the Chancery Division of the Circuit Court of Cook County entered General Administrative Order No. 2021-10, which caused the Litigation to be reassigned to calendar 1 before the Honorable Thaddeus L. Wilson.

WHEREAS, on February 7, 2022, the Court held a hearing on Defendants' pending Section 2-615 motions to dismiss and Defendant CareerBuilder's motion for protective order staying discovery. At the conclusion of the hearing, the Court granted CareerBuilder's motion for protective order and took Defendants' motions to dismiss under advisement.

WHEREAS, over the weeks following the February 7, 2022 hearing, Plaintiff and CareerBuilder continued their attempts to resolve the Litigation and ultimately reached an agreement to finally and fully settle the Litigation according to the terms set forth herein.

WHEREAS, after three mediation sessions and protracted, arm's-length negotiations, which included the involvement of an experienced mediator, the Parties now seek to enter into this Settlement Agreement. The Parties have agreed to settle the Litigation on the terms and conditions

set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through continued litigation would involve substantial additional risk, discovery, and time and expense.

WHEREAS, Plaintiff and Class Counsel have conducted a thorough investigation into the facts of this case, and have diligently pursued the Class Members' claims against Defendants, including but not limited to: preparing and filing the Complaint; briefing Defendants' motions to dismiss and CareerBuilder's motion to stay discovery; propounding written discovery on CareerBuilder; reviewing relevant documents and discovery produced during the mediation process; researching applicable law and potential defenses; hiring and consulting with a damages expert; developing the arguments for class certification; advocating for the rights of the putative class members; and preparing for class certification and trial. Based on the foregoing, Plaintiff and Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class Members in light of (1) the existence of multiple complex and contested issues of law and fact; (2) the risks inherent in litigation, including any trial or appeal; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the Settlement and the relief thereunder is fair, reasonable, adequate, and substantially beneficial to the Settlement Class Members.

WHEREAS, Defendants deny all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation. Despite Defendants' belief that they are not liable for, and have good defenses to, the claims alleged in the Litigation, Defendants desire to settle the Litigation, and thus avoid the expense, risk, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised on the following terms and conditions.

Each of the foregoing recitals is incorporated into this Agreement as though fully set forth therein.

III. DEFINITIONS

Whenever the following terms are used in capitalized form in this Agreement or in the attached Exhibits, they shall be defined and interpreted as follows:

3.1. “Administrative Expenses” means the costs and expenses incurred by the Settlement Administrator in implementing this Settlement, including but not limited to the costs of providing Notice, administering the claims process, disbursing payments to the Class Members, and performing other settlement administration functions in accordance with this Agreement.

3.2. “Agreement” or “Settlement Agreement” means this Class Settlement Agreement and its accompanying Exhibits.

3.3. “Apollo” means Defendant Apollo Global Management, Inc.

3.4. “Apollo’s Counsel” means Kevin Duff of Rachlis Duff & Peel, LLC and Jonathan Rosenberg and Andrew Bednark of O’Melveny & Myers, LLP.

3.5. “Approved Claims” means valid and complete claims for compensation that are timely submitted by Settlement Class Members and approved for payment by the Settlement Administrator in accordance with this Agreement.

3.6. “CareerBuilder” means Defendant CareerBuilder, LLC.

3.7. “CareerBuilder’s Counsel” means Noah Finkel and Andrew Scroggins of Seyfarth Shaw LLP.

3.8. “Claim” means a request submitted by a Settlement Class Member via a Claim Form to receive an individual payment out of the Settlement Fund in accordance with the procedures and terms set forth in this Agreement.

3.9. “Claim Form” shall mean the form that each Settlement Class Member may submit to the Settlement Administrator, either by mail or online via the Settlement Website, to be eligible for compensation under this Settlement.

3.10. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if submitted electronically via the Settlement Website) in order to be considered timely. The Parties intend to request that the Court set the Claims Deadline on a date at least ninety (90) days after the dissemination of Notice.

3.11. “Class” or “Settlement Class” means, consistent with Section IV of this Agreement, all individuals who (1) were employed by CareerBuilder as an Account Executive, Senior Account Executive, Major Account Executive, National Account Executive, or Key Account Executive; (2) were compensated at least in part under either of CareerBuilder’s “Revenue Rep” plans dated January 1, 2018 and/or August 1, 2018; and (3) closed a sale of a contract, product, or service before March 1, 2019 that generated revenue on or after March 1, 2019. As explained in more detail below, the Settlement Class does not include those who elect to opt-out from the Class in accordance with this Agreement or those who are otherwise excluded.

3.12. “Class Counsel” means Myles McGuire, Paul T. Geske, and Brendan Duffner of McGuire Law, P.C.

3.13. “Class Members” or “Settlement Class Members” means each and every member of the Settlement Class, except those who elect to opt-out or are otherwise excluded from the Settlement Class in accordance with this Agreement.

3.14. “Court” means the court presiding over the Litigation and approval of the Settlement as well as any appellate court that may review any orders related to this Settlement or this Litigation.

3.15. “Defendants” means CareerBuilder, LLC and Apollo Global Management, Inc., collectively.

3.16. “Defendants’ Counsel” means CareerBuilder’s Counsel and Apollo’s Counsel, collectively.

3.17. “Effective Date” means the date when the Settlement Agreement becomes final and effective and shall fall on the first day after the latest of the following occurrences:

i. The date the time to appeal or seek permission to appeal or seek other judicial review of the entry of the Final Approval Order approving the Settlement and dismissing this Litigation with prejudice as to Defendants has expired with no appeal or other judicial review having been taken or sought; or

ii. If an appeal or other judicial review has been taken or sought, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Circuit Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the Circuit Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

3.18. “Litigation” means the lawsuit captioned *Fongers v. CareerBuilder, LLC, et al.*, No. 2019-CH-12804, which is pending in the Chancery Division of the Circuit Court of Cook County, Illinois before the Honorable Thaddeus L. Wilson, or any other judge presiding in his stead and having jurisdiction over the case.

3.19. “Net Settlement Amount” means the amount of the Settlement Fund available for distribution to Settlement Class Members who have submitted Approved Claims after payment of: the costs of Notice and Administrative Expenses; any Service Award to the Settlement Class Representative approved by the Court; any award of attorneys’ fees, costs, and litigation expenses to Class Counsel approved by the Court; and employer-side payroll taxes.

3.20. “Net Settlement Amount Available for *Pro Rata* Allocation” means the Net Settlement Amount less the sum of all of the \$625.00 minimum Settlement benefits allocated according to Section 5, below.

3.21. “Notice” means the Settlement Website and the documents attached to this Agreement as Exhibits 2, 3, 4, and 5, which are to be used for purposes of providing notice of this Settlement to the Settlement Class Members consistent with the requirements of Due Process.

3.22. “Opt-Out & Objection Deadline” means the date by which all objections to the Settlement and/or requests for exclusion from the Settlement by Settlement Class Members must be postmarked and mailed. The Parties intend to request that the Court set the Opt-Out & Objection Deadline on a date at least ninety (90) days after the dissemination of Notice.

3.23. “Parties” means Plaintiff and Defendants, collectively.

3.24. “Plaintiff” or “Class Representative” shall mean Plaintiff Benjamin D. Fongers.

3.25. “Parties’ Counsel” means both Class Counsel and Defendants’ Counsel, collectively.

3.26. “Settlement” means the compromise and settlement of the Litigation as contemplated by this Agreement.

3.27. “Settlement Administrator” means, subject to Court approval, Simpluris, a third-party settlement administrator that shall perform certain notice and claims administration functions in accordance with this Agreement, subject to Class Counsel’s supervision.

3.28. “Settlement Fund” means an interest-bearing account to be opened and administered by the Settlement Administrator and funded by CareerBuilder on Defendants’ behalf in the amount of \$3,787,500.00 (three million seven hundred eighty-seven thousand and five hundred dollars) for purposes of paying: (i) Approved Claims; (ii) the costs of Notice and Administrative Expenses; (iii) any Service Award to the Class Representative approved by the Court; (iv) any award of attorneys’ fees, costs, and litigation expenses to Class Counsel approved by the Court; and (v) employer-side payroll tax obligations.

3.29. “Settlement Website” means the website established and maintained by the Settlement Administrator to provide Settlement Class Members with access to relevant case documents, the online Claim Form and claim submission module, and other information regarding the Settlement.

3.30. “Service Award” or “Incentive Award” means the amount that may be requested and awarded to the Class Representative, subject to Court approval and paid from the Settlement Fund, in acknowledgement of the Class Representative’s participation, cooperation, and time and efforts devoted to pursuing this litigation and obtaining this Settlement on behalf of the Settlement Class Members.

IV. SETTLEMENT CLASS CERTIFICATION

4.1. For purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the class definition in Paragraph 4.2. below; (2) Plaintiff shall represent the Class as the Class Representative; and (3) McGuire Law, P.C. shall be appointed as Class Counsel.

4.2. Subject to Court approval, the Parties shall request that the Court certify the following Settlement Class:

All individuals who: (1) were employed by CareerBuilder as an Account Executive, Senior Account Executive, Major Account Executive, National Account Executive, or Key Account Executive; (2) were compensated at least in part under either of CareerBuilder's "Revenue Rep" plans dated January 1, 2018 or August 1, 2018; and (3) who closed a sale of a contract, product, or service before March 1, 2019 that generated revenue on or after March 1, 2019.

4.3. Expressly excluded from the Settlement Class are all persons who timely elect to opt-out from the Settlement Class in accordance with this Agreement, the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

4.4. Any certification of the Settlement Class under this Agreement is for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement, and neither this Settlement Agreement, nor any of its accompanying Exhibits or any orders entered by the Court in connection with this Settlement Agreement, shall be admissible or used for any purpose in this Litigation.

4.5. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying Exhibits and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against Defendants.

V. MONETARY RELIEF FOR THE SETTLEMENT CLASS

5.1. Settlement Fund.

5.1.1. Subject to the terms of this Agreement, and subject to Court approval, CareerBuilder agrees to pay on Defendants' behalf the amount of three million seven hundred eighty-seven thousand and five hundred dollars (\$3,787,500.00) into the Settlement Fund. CareerBuilder shall deposit this sum into the Settlement Fund by the later

of July 2, 2022 or within fourteen (14) days after the Court grants preliminary approval to the Settlement.

5.1.2. The Settlement Fund shall be used to pay: (i) Claims that are complete, valid, timely, and approved for payment by the Settlement Administrator; (ii) the costs of Notice and Administrative Expenses; (iii) any Service Award to the Settlement Class Representative approved by the Court; (iv) any award of attorneys' fees and litigation expenses to Class Counsel approved by the Court; (v) and employer-side payroll taxes.

5.1.3. The Settlement Administrator shall maintain the Settlement Fund as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.

5.1.4. If the Settlement is not finally approved, all amounts remaining in the Settlement Fund belong to CareerBuilder, less any Administrative Expenses paid to date. Neither Plaintiff nor Class Counsel shall have any financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.

5.1.5. In no event will CareerBuilder's responsibility for attorneys' fees, expenses, and costs, Administrative Expenses, employer-side taxes, payments to individual Class Members, and/or a Service Award exceed the obligation to fund the Settlement Fund as described in this Agreement. If there are moneys remaining in the Settlement Fund after payment of the items listed in Paragraph 5.1.2., above, and after payment to any *cy pres* recipient(s) pursuant to Paragraph 5.2.8, below, those funds shall be returned to CareerBuilder.

5.1.6. The Settlement Fund (i) represents the total extent of CareerBuilder's monetary obligations under the Settlement Agreement, and (ii) shall be fixed under this Section and be final. CareerBuilder shall have no obligation to make further payments into the Settlement Fund beyond those described herein nor any other financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, and Apollo shall have no obligation to make any payment to the Settlement Fund or in connection with the Settlement or this Agreement

5.2. Individual Payments to Class Members.

5.2.1. Settlement Class Members who submit an Approved Claim shall be entitled to a payment from the Net Settlement Amount.

5.2.2. Each Settlement Class Member may only submit one claim and receive one individual payment.

5.2.3. Every Settlement Class Member who submits an Approved Claim shall be entitled to a minimum individual payment of \$625.00.

5.2.4. If a Settlement Class Member has purported damages that exceed \$625.00, they will instead be eligible to receive an amount determined based on a damages model created with the assistance of the Settlement Administrator and applied equitably across the Settlement Class, taking into account the amount of each Settlement Class Member's individual damages. The formula for determining the anticipated payout for each such Settlement Class Member is as follows:

Anticipated individual Settlement benefit = \$625.00 + (P * Maximum Potential Individual Damages), where P is the portion of the Net Settlement Amount Available For *Pro Rata* Allocation divided by the sum of Maximum Potential Individual Damages for all Class Members.

5.2.5. As used in this Section, Maximum Potential Individual Damages are defined and calculated as follows:

Step 1: Calculate each individual's maximum potential revenue bonus payout had the "Revenue Bonus" portion of CareerBuilder's January 1, 2018 compensation plan and the "Annual Contract Value (ACV) Monthly Bonus" portion of CareerBuilder's July 1, 2018 plan continued for Class Members from March 1, 2019 until their employment terminated;

Step 2: Subtract what each Class Member was actually paid over the relevant period from the amount determined in Step 1;

Step 3: Apply statutory interest to the difference pursuant to 820 ILCS 115/14(a).

5.2.6. If, after the Claims Deadline, the sum of all Individual Settlement Benefits to be paid to Class Members who have submitted Approved Claims would exceed the Net Settlement Amount, the amount of each claimant's Individual Settlement Benefit payment will be reduced *pro rata* so that all Approved Claims can be paid.

5.2.7. Payments to individual Settlement Class Members who have submitted an Approved Claim will be made by check, payable to each respective Settlement Class Member and mailed to the address listed on their Claim Form. The Settlement Administrator shall mail individual payments within fourteen (14) days of the Effective Date.

5.2.8. In the event that checks sent to Settlement Class Members are not cashed within ninety (90) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the 90-day expiration date, less any amounts necessary for remaining Administrative Expenses, will be distributed to *cy pres* recipients selected by the Parties and approved by the Court. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the

Court's revision does not increase the total amount of the Settlement Fund.

5.2.9. The Parties agree that for income tax purposes, half of each individual payment made pursuant to this Settlement shall be allocated as non-wage compensation and half shall be subject to required withholdings and deductions and may be reported as income, as required by law. Defendants' applicable employer-side taxes shall be calculated and deducted from the Settlement Fund. The Settlement Administrator shall also issue to each Settlement Class Member who submits an Approved Claim an IRS Form W2. If required by IRS regulations, the Settlement Administrator shall issue to each Settlement Class Member who submits an Approved Claim, and the Class Representative who cashes any Service Award, an IRS Form 1099. Other than the reporting requirements herein, Settlement Class Members shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement. It is understood and agreed that the Parties take no position and offer no advice regarding how any Class Member chooses to treat any payment made hereunder for tax or any other purpose.

5.2.10. The Court may require changes to the method of allocation of the Settlement Fund without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered.

5.3. Attorneys' Fees and Litigation Expenses.

5.3.1. Plaintiff may apply to the Court for an award of reasonable attorneys' fees, costs, and litigation expenses for Class Counsel that, subject to Court approval and applicable law, will be paid from the Settlement Fund by the Settlement Administrator to an account designated by Class Counsel.

5.3.2. Plaintiff will file any motion for award of attorneys' fees, costs, and expenses at least fourteen (14) days prior to the Claims Deadline.

5.3.3. With no consideration given or received, Plaintiff has agreed to limit the request for an award of attorneys' fees to no more than 33% of the Settlement Fund, plus reimbursement of reasonable litigation costs and expenses. Defendants may elect to contest Plaintiff's fee request but otherwise Defendants take no position on the amount to be sought by Plaintiff and do not object to a reasonable award of attorneys' fees and litigation expenses as determined by the Court and sought in accordance with this Agreement and applicable law.

5.3.4. If the Court grants an award of attorneys' fees, costs, and expenses to Class Counsel, the amount of the award shall be paid by the Settlement Administrator within fourteen (14) days after the Effective Date and transferred to an account designated by Class Counsel.

5.3.5. In the event that the Court does not approve the requested award of attorneys' fees and litigation expenses, or the Court awards attorneys' fees and litigation

expenses in an amount less than that requested, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the entire Settlement null, void, or unenforceable. Any award made by the Court with respect to Class Counsel's attorneys' fees, costs, or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement. Plaintiff retains the right to appeal any decision by the Court regarding its award of attorneys' fees, costs, and litigation expenses.

5.4. Class Representative Service Award.

5.4.1. Plaintiff may apply to the Court for a reasonable Service Award that, subject to Court approval and applicable law, will be paid to Plaintiff from the Settlement Fund by the Settlement Administrator and mailed to an address provided by Class Counsel.

5.4.2. Plaintiff's request for a Service Award will be made contemporaneously with any motion for award of attorneys' fees, costs, and expenses filed at least fourteen (14) days prior to the Claims Deadline.

5.4.3. With no consideration given or received, Plaintiff has agreed to limit the amount sought for a Service Award to no more than \$15,000. Defendants may elect to contest the request for a Service Award but otherwise Defendants take no position on the amount to be sought for a Service Award and do not object to a reasonable Service Award as determined by the Court and sought in accordance with this Agreement and applicable law.

5.4.4. If the Court grants Plaintiff a Service Award, the Service Award shall be paid by check mailed by the Settlement Administrator to Plaintiff within fourteen (14) days after the Effective Date.

5.4.5. The denial by the Court of any request for a Service Award shall not affect the validity and enforceability of the Settlement and shall not be a basis for anyone to seek to void the Settlement.

5.5. Notice and Administration Costs. Notice and Administration Costs shall be paid to the Settlement Administrator from the Settlement Fund. Based on cost estimates provided to Class Counsel, it is anticipated that Administrative Expenses and costs of Notice will not exceed \$100,000.

VI. CLAIMS SUBMISSION

6.1. Procedure for Submission of Claims.

6.1.1. To be eligible to receive an individual payment under the Settlement, all Settlement Class Members must timely submit a completed Claim Form, which shall be substantially similar in form and content to Exhibit 1 to this Agreement.

6.1.2. Claim Forms may be submitted to the Settlement Administrator electronically via the Settlement Website or via U.S. Mail to an address provided in the Notice for processing, review, and payment of Claims.

6.1.3. Hard copies of Claim Forms will be sent to Class Members by U.S. Mail with the initial mailed Notices and will also be accessible to be completed and submitted electronically on the Settlement Website.

6.1.4. The Claim Form will require each Class Member to verify his or her full name, mailing address, email address, contact telephone number, and attest that he or she is a Class Member.

6.1.5. Any Claim Form that is untimely or that lacks the requisite information will be deemed ineligible for payment. However, for any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least one time by e-mail or, if no e-mail address is available, by regular U.S. mail to: (i) inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form; and (ii) give the Settlement Class Member an opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or fourteen (14) days after being contacted by the Settlement Administrator, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.

6.1.6. Notwithstanding the foregoing, the Settlement Administrator may, with the consent of Class Counsel, approve Claim Forms with missing information if the information is not necessary to determine the validity of the claim.

6.2. Claims Deadline.

6.2.1. In order to be eligible for approval and payment, Claim Forms must be timely and submitted on or before the Claims Deadline.

6.2.2. The Claims Deadline shall be set on a date at least ninety (90) days after the dissemination of Notice, subject to Court approval.

6.2.3. The date on which the Claims Deadline falls shall be clearly set forth in any order granting preliminary approval to the Settlement as well as in the Notices and the Claim Form itself.

6.3. Approval of Claims.

6.3.1. A Claim Form shall be approved if it is complete, timely, and valid, as determined by the Settlement Administrator.

- a.** A Claim Form is complete if it contains all requested information verified by the Settlement Class Member.

- b.** A Claim Form is timely if it is submitted by the Claims Deadline.
- c.** A Claim Form is valid if it was submitted by a Settlement Class Member and does not otherwise contain any false or fraudulent information.

6.3.2. Unless the Parties agree otherwise, a Settlement Class Member is not entitled to any compensation from the Settlement if they fail to submit a Claim Form; if they submit a Claim Form after the Claims Deadline; if the Claim Form is incomplete and remains incomplete after an opportunity to cure any errors and/or omissions; and/or if the Claim Form contains false or fraudulent information.

6.3.3. Within seven (7) days after the Claims Deadline, the Settlement Administrator shall review and process all submitted Claim Forms and determine which Claims are initially approved and which Claims are initially rejected. The Settlement Administrator shall approve or reject Claims in accordance with the provisions of this Agreement but may, at its discretion, request additional information from the Parties or a Settlement Class Member prior to initially rejecting or accepting any claim submitted.

6.3.4. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms where there is evidence of abuse and/or fraud.

6.3.5. Within seven (7) days of the Claims Deadline, the Settlement Administrator shall submit to the Parties' Counsel a report in the form of an Excel spreadsheet and a PDF listing the status of all Settlement Class Members' Claims, including: whether approved, rejected, incomplete, or no Claim Form submitted, and the total amount to be paid to each recipient, which shall be determined in accordance with the formula set forth in Section V, above.

6.3.6. If any Party wishes to challenge the acceptance or rejection of a Claim, they shall notify all other Parties' Counsel via email within fourteen (14) days of receiving the claims report by identifying the Claim(s) and the reason(s) for the challenge.

6.3.7. Within twenty-one (21) days of having received the claims report from the Settlement Administrator, Class Counsel and Defendants' Counsel may meet and confer regarding any issues that either Class Counsel or Defendants believe need to be raised with the Settlement Administrator regarding the claims report. Class Counsel and Defendants' Counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Members in the event of questions regarding the information provided by any Settlement Class Member or take other reasonable steps as agreed to by the Parties.

6.3.8. Subject to the other provisions of this Agreement, the Settlement Administrator shall have final authority for determining whether a Claim Form is complete, valid, timely, and should be approved or rejected.

VII. NOTICE TO THE CLASS

7.1. The Settlement Administrator shall be responsible for effectuating Notice of the Settlement to Settlement Class Members in accordance with the provisions of this Section subject to Court approval and Class Counsel's supervision.

7.2. The Notice, which shall be substantially in the form of Exhibits 2, 3, 4, and 5 attached hereto, shall be used for the purpose of informing Settlement Class Members about the pending Settlement and all material aspects of the Settlement Agreement, including how they may (a) obtain a copy of the Claim Form to participate in and receive compensation under the Settlement; (b) obtain further information about their rights with respect to the Settlement; (c) request exclusion or opt-out from the Settlement Class and the proposed Settlement, if desired; (d) object to any aspect of the proposed Settlement, if desired; and (e) attend the final approval hearing, if desired. Additionally, the Notice shall explain what cash compensation is being made available and make clear the binding effect of the Settlement's release on all persons who do not timely request exclusion from the Settlement Class.

7.3. Class List.

7.3.1. CareerBuilder shall create a list of Settlement Class Members, based on readily available information and personnel records already within its possession, including Settlement Class Members' names, employee ID numbers, last-known mailing addresses, email addresses, telephone numbers, and social security numbers (the "Class List").

7.3.2. Within fourteen (14) days after the execution of this Settlement Agreement, if not sooner, CareerBuilder shall provide the Class List to the Settlement Administrator and to Class Counsel, who shall use such information for no purpose other than the implementation of the Settlement and the Court's orders approving this Settlement and shall otherwise keep such information confidential.

7.3.3. Prior to disseminating Notice, the Settlement Administrator, using the Class List, shall run each Settlement Class Member's provided contact information through the national change-of-address database to determine, to the best of its ability, the correct address for each Settlement Class Member.

7.4. Initial Notice.

7.4.1. Within thirty (30) days after entry of an order granting preliminary approval to the Settlement, the Settlement Administrator shall cause the initial short-form notice depicted in Exhibit 2 to be sent to every Settlement Class Member via both U.S. mail and email using the Settlement Class Members' last known contact information.

7.4.2. A hard copy of the Claim Form depicted in Exhibit 1 will be included with initial short-form notices sent by mail.

7.4.3. If any of the emails or mailings sent as part of the initial notice are undeliverable or result in a “bounce-back,” the Settlement Administrator shall make reasonable efforts, including performing at least one reverse-lookup, to locate updated contact information. The Settlement Administrator will then attempt to re-send the short-form notice within ten (10) days.

7.5. Reminder Notice. Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall cause the reminder email and reminder postcard depicted in Exhibits 3 and 4, respectively, to be sent to Settlement Class Members who have not yet submitted a Claim to remind them of their rights and pending deadlines under this Settlement.

7.6. Settlement Website.

7.6.1. Within twenty-eight (28) days after entry of an order granting preliminary approval to the Settlement Agreement, the Settlement Administrator shall launch the Settlement Website. Unless otherwise agreed to by the Parties, the Settlement Website shall be maintained until sixty (60) days after the Effective Date and then taken down. The URL of the Settlement Website shall be www.careerbuildersettlement.com.

7.6.2. The Settlement Website shall host all relevant information about the Settlement, including electronic copies of this Agreement and its Exhibits, a long form version of the Notice of the Settlement substantially in the form of Exhibit 5 attached hereto, a list of important dates and deadlines, and copies of Court orders bearing on the Settlement and its approval.

7.6.3. The Settlement Website will contain a claims submission module, where Settlement Class Members can input an ID number easily submit a Claim Form electronically.

7.7. The Parties agree that distribution of Notice in the manners described above constitutes the best notice practicable under the circumstances, and complies fully with any and all substantive and procedural Due Process rights guaranteed by the United States Constitution and any other applicable law. The Parties further agree that the Notice sufficiently notifies the Settlement Class of the terms of the proposed Settlement, their right to object to the Settlement or to opt-out of the Settlement, and the deadlines and procedures to object, opt-out, or submit a Claim Form in connection with this Settlement.

VIII. RELEASE

8.1. Releasing Settlement Class Members.

8.1.1. The Parties acknowledge that this Settlement, including the release contained in this Section, reflects a compromise of disputed claims.

8.1.2. For purposes of this Section VIII, “Releasing Settlement Class Members” means the Class Representative and all Settlement Class Members, except those who elect to opt out or are otherwise excluded from the Settlement Class in accordance with this Agreement.

8.2. Comprehensive Waiver, Release, and Dismissal.

8.2.1. Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members irrevocably release, acquit, and forever discharge Defendants, their current and former direct or indirect parents, subsidiaries, affiliates, predecessors, successors, assigns, directors, officers, partners, members, principals, employees, agents, and representatives of and from any and all claims, rights, causes of action, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Agreement), liens, charges, complaints, causes of action, obligations, or liability of any and every kind that were asserted in the Litigation, or that could have been asserted but were not asserted in the Litigation, or in any other court or forum, whether known or unknown, fixed or contingent, matured or unmatured, accrued or unaccrued, on the basis of, connected with, arising out of, or related in any way to any or all of the alleged acts, omissions, facts, matters, transactions, circumstances, and occurrences that were directly or indirectly alleged, asserted, described, set forth, or referred to in the Litigation, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local, through the date of Final Approval. The scope of this release expressly includes, without limitation, all claims to bonus, incentive compensation, or commissions during Class Members’ employment with CareerBuilder.

8.2.2. Releasing Settlement Class Members also agree to release and forego any claims for attorneys’ fees and costs incurred by them or by Class Counsel or any other attorney in connection with the Litigation, and this Settlement, and all claims related to conduct in discovery in the Litigation.

8.2.3. Releasing Settlement Class Members understand and agree that this release is a full and final general release applying to both those claims that are currently known, anticipated, or disclosed to Releasing Settlement Class Members and to all those that are presently unknown, unanticipated, or undisclosed to any Releasing Settlement Class Members arising out of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation. Releasing Settlement Class Members acknowledge that the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all such unknown claims. In exchange for the good and valuable consideration set forth herein, all Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or the classes may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation. In exchange for the good and valuable consideration set forth herein, all

Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or as Releasing Settlement Class Members may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation under the terms of Section 1542 (a) of the California Civil Code (or similar statute in effect in any other jurisdiction), which provides as follows:

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 SETTLEMENT WITH DEBTOR.

8.3. The comprehensive waiver and release contemplated in this Section VIII is contingent upon entry of an order finally approving the Settlement and shall take effect on the Effective Date.

IX. OPT-OUT PROCEDURE

9.1. Right to Opt-Out.

9.1.1. Settlement Class Members shall have the right to exclude themselves from the Settlement, if they wish to do so.

9.1.2. A Settlement Class Member who wishes to be excluded from the Settlement must submit a request for exclusion in writing to the Settlement Administrator.

9.2. Opt-Out Requirements.

9.2.1. For a request for exclusion to be accepted, it must be timely and valid.

9.2.2. To be timely, a request for exclusion must be mailed and postmarked on or before the Opt-Out & Objection Deadline and received by the Settlement Administrator no later than five (5) days after the Opt-Out & Objection Deadline. The date of the Opt-Out & Objection Deadline will be provided in all forms of Notice and posted on the Settlement Website.

9.2.3. To be valid, a request for exclusion must: (a) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (b) be personally signed and dated by the Settlement Class Member; and (c) provide the Settlement Class Member's full name, mailing address, email, and telephone number.

9.2.4. Because requests for exclusion must be personally signed, mass-generated exclusion requests are invalid and may be denied by the Settlement Administrator.

9.2.5. A request for exclusion that is sent to an address other than that of the Settlement Administrator designated in the Notice, or that is not postmarked within the time specified, shall be ineffective and the person serving such a request shall be deemed to be a member of the Settlement Class and thus bound as a Settlement Class Member by the Settlement Agreement, if approved.

9.3. Effect of Opting Out.

9.3.1. If the Settlement is finally approved by the Court, all Settlement Class Members who have not timely and validly excluded themselves will be bound by the Settlement and will be deemed to be a Releasing Settlement Class Member as defined herein, and the relief made available under the Settlement will be their sole and exclusive remedy.

9.3.2. Any member of the Settlement Class who timely and validly elects to be excluded shall not: (i) be bound by any order or final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. Because a person who opts out is no longer a member of the Settlement Class, they cannot also cannot object to the Settlement.

9.3.3. Settlement Class Members cannot both submit a Claim and request exclusion. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Settlement Agreement.

9.4. Opt-Out List.

9.4.1. Within seven (7) days after the Opt-Out & Objection Deadline, the Settlement Administrator shall provide the Parties' Counsel with a list reflecting all individuals who have timely and validly excluded themselves from the Settlement Class.

9.4.2. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

9.5 Option to Void Agreement.

If the total number of Settlement Class Members who exclude themselves as reflected in the list as referenced in Section 9.4.2. exceeds ten percent of the total number of Settlement Class Members, CareerBuilder may, in its sole discretion, rescind and void this Agreement by providing notice to Class Counsel within ten days of its receipt of the list referenced in Section 9.4.2.

X. OBJECTION PROCEDURE

10.1. Settlement Class Members shall have the right to object to the Settlement, if they wish to do so.

10.2. To be considered, an objection must be in writing, include the objector's full name and the case name and case number(s) of the Litigation; the objector's current address, email, and phone number; the reasons why the objector objects to the Settlement along with any supporting legal authority; and the objector's signature. In addition, the objecting Settlement Class Member must identify any previously-filed objections they or their counsel have filed in any state or federal court class action in the last five (5) years. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection. The objection must also indicate whether or not the objector intends to appear at the final fairness hearing on the motion for final approval of the Settlement.

10.3. A Settlement Class Member who wishes to object to the Settlement must notify the Parties and the Court of his or her objection, in writing, on or before the Opt-Out & Objection Deadline. Additionally, any objection(s) must be filed with the Court on or before the Opt-Out & Objection Deadline, and copies must be served on the Settlement Administrator and the Parties' Counsel.

10.4. The Parties will request that the Court order that failure to comply timely and fully with these procedures shall result in the invalidity and rejection of an objection. The Parties will request that the Court order that no Settlement Class Member shall be entitled to appear at the final approval hearing (whether individually or through the objector's counsel) or to object to the Settlement unless written notice of the Settlement Class Member's objection and any brief in support of the objection have been filed with the Court and served upon the Parties' Counsel on or before the Opt-Out & Objection Deadline.

10.5. Any Settlement Class Member who objects to the Settlement and wishes to appear and speak at the final approval hearing must include in his or her written objection a statement expressing intention to appear and speak at the final approval hearing, or send a "Notice of Intent to Appear" at the final approval hearing to the Clerk of the Court and to the Parties' Counsel, postmarked on or before the Opt-Out & Objection Deadline. The Notice of Intent to Appear must include: the case name and case number of the lawsuit; the Settlement Class Member's full name, address, email address, and phone number; a statement clearly indicating the intention to appear at the final approval hearing and the reasons for seeking to appear; copies of any papers or information to be presented to the Court, if any; and the Settlement Class Member's signature.

10.6. Settlement Class Members who do not file and serve timely written objections in accordance with the procedures set forth in this Agreement have waived any objections to the Settlement and are forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement, or any award of attorneys' fees or reimbursement of costs and expenses. The Parties will request that the Court order that Settlement Class Members who fail to file and serve written objections in accordance with this Section shall be deemed to have waived any objections and shall be foreclosed from making any objection to the certification of the Settlement Class or to the Settlement Agreement.

10.7. Settlement Class Members cannot both object to and exclude themselves from the Settlement. Any Settlement Class Member who attempts to both object to and exclude themselves from this Settlement will be deemed to have excluded themselves and will forfeit the right to object to this Settlement Agreement or any of its terms.

10.8. In the event the Parties determine that an objection is frivolous or otherwise without merit, the Parties shall request that the Court, within its discretion, overrule the objection and award appropriate costs and fees to the Parties in opposing such objection(s).

XI. PROCEDURE FOR APPROVAL OF THE SETTLEMENT

11.1. Preliminary Approval.

11.1.1. Plaintiff and Class Counsel shall file an unopposed motion with the Court seeking entry of an order granting preliminary approval of the Settlement and requesting that the Court's order:

- a.** Preliminarily approve the Settlement;
- b.** Conditionally certify the Settlement Class pursuant to 735 ILCS 5/2-801 for settlement purposes in accordance with applicable legal standards and this Agreement;
- c.** Approve as to form and content the Claim Form and proposed Notices;
- d.** Schedule a final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class;
- e.** Approve and appoint Myles McGuire, Paul T. Geske, and Brendan Duffner of McGuire Law, P.C. as Class Counsel;
- f.** Approve Plaintiff Benjamin Fongers as Class Representative;
- g.** Approve Simpluris as Settlement Administrator; and
- h.** Approve the establishment of the Settlement Fund.

11.1.2. Defendants and Defendants' Counsel shall cooperate with Class Counsel to obtain preliminary approval.

11.1.3. At or after the hearing on the preliminary approval motion, the Parties shall submit a proposed preliminary approval order that is the same or substantially similar to Exhibit 6, subject to agreed-upon revisions or modifications as appropriate or requested by

the Court.

11.1.4. Following preliminary approval, the Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo until either the Effective Date occurs, or the Settlement Agreement is voided.

11.2. Final Approval.

11.2.1. The Parties will jointly request that the Court hold a final fairness hearing approximately 150 days after preliminary approval to determine whether to grant final approval to the Settlement.

11.2.2. Prior to the final approval hearing, Plaintiff and Class Counsel will file an unopposed motion for final approval requesting that the Court:

- a.** Grant final approval to the Settlement, finding that its terms are fair, reasonable, and adequate, and entered into good faith and without collusion;
- b.** Confirm certification of the Settlement Class for settlement purposes pursuant to 735 ILCS 5/2-801 in accordance with applicable legal standards and this Agreement;
- c.** Approve disbursement of the Settlement Fund pursuant to this Agreement;
- d.** Approve Class Counsel's application for an award of Attorneys' Fees and Litigation Expenses pursuant to this Agreement;
- e.** Approve the Settlement Class Representative Incentive Award;
- f.** Resolve any properly filed objections to the Settlement Agreement;
- g.** Approve the Release provided in Section VIII and order that, as of the Effective Date, the Releasing Settlement Class Members will be barred from pursuing released claims against Defendants;
- h.** Dismiss the claims in the Litigation with prejudice and with each Party to bear their own fees and costs, except as provided for in this Agreement;
- i.** Reserve continuing and exclusive jurisdiction over the Settlement and this Agreement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement;

- j. Approve and direct consummation of this Agreement finding that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing

11.2.3. In their submissions to the Court in support of final approval of the Settlement, Plaintiff and Class Counsel will submit a proposed final approval order that is the same or substantially similar to Exhibit 7, subject to agreed-upon revisions or modifications as appropriate or requested by the Court.

11.2.4. The final approval order shall not be considered final until the occurrence of the Settlement Effective Date.

XII. MUTUAL FULL COOPERATION

12.1. The Parties agree to cooperate fully with each other and the Administrator to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's approval of the Settlement.

XIII. STATEMENT OF NO ADMISSION

13.1. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants, and Defendants deny liability for any alleged wrongdoing, including denying that Plaintiff has adequately pled any claim against them in Plaintiff's Complaint. Defendants expressly deny liability for the claims asserted and specifically deny and do not admit any of the pleaded facts not admitted in its pleadings in the Litigation. Nor shall this Agreement constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against them in the Litigation. Likewise, nothing in this agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

13.2. This Agreement, and all related documents, including the Settlement Agreement, the certification for settlement purposes entered pursuant to this Agreement, and any Claims, requests to opt-out, objections, or other materials submitted by Settlement Class Members and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in this Litigation or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation

against Defendants, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

13.3. The Claim Forms, requests to opt-out, objections, and any other evidence produced or created by any Settlement Class Member in connection with the claims resolutions procedures pursuant to this Settlement, and any actions taken by Defendants in response to such materials do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

13.4. Any certification of the Settlement Class in accordance with the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in this Litigation or in any other action or proceeding. Further, neither this Agreement, nor the Court's actions with regard to this Agreement, will be deemed admissible in this Litigation and are not intended to be admissible (and Plaintiff and Class Counsel shall not seek their admission), in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or in any other litigation, regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Effective Date does not occur for any reason, Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

XIV. VOIDING THE AGREEMENT

14.1. In the event that this Settlement is not approved, or if for any reason the Effective Date does not occur, the Parties may elect to deem the Settlement Agreement null, void, and unenforceable, and the Parties shall return to their respective positions prior to engaging in settlement negotiations.

XV. SIGNATORIES' AUTHORITY

15.1. The respective signatories to this Agreement represent that they are fully authorized to enter into this Settlement Agreement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVI. NO PRIOR ASSIGNMENTS

16.1. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVII. NOTICES AND COMMUNICATIONS

17.1. Unless otherwise specifically provided herein, all notices, demands, or other

communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail.

17.2. All notices given under this Agreement shall be addressed as follows:

To Plaintiff and Class Counsel:

Paul T. Geske
MCGUIRE LAW, P.C.
55 West Wacker Dr. 9th Floor
Chicago, Illinois 60601
pgeske@mcgpc.com

To CareerBuilder:

Andrew Scroggins
SEYFARTH SHAW, LLP
233 South Wacker Dr., Suite 8000
Chicago, IL 60606
ascroggins@seyfarth.com

To Apollo:

Jonathan Rosenberg
B. Andrew Bednark
O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
jrosenberg@omm.com
abednark@omm.com

and

Kevin B. Duff
Rachlis Duff & Peel, LLC
542 S. Dearborn Street, Suite 900
Chicago, IL 60605
kduff@rdaplawn.net

XVIII. CONFIDENTIALITY

18.1. The negotiations related to this Agreement (including the negotiations related to the drafting of this Agreement, and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with

anyone other than the Parties, their retained attorneys, their accountants and financial or tax advisers, their retained consultants, the Court, the Settlement Administrator, and the mediator Hon. James Epstein (Ret.) and his staff, unless otherwise agreed to by Class Counsel and Defendants or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, Defendants may, if necessary, disclose the Settlement in filings that Defendants are required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

XIX. PRESS RELEASE

19.1. No Party, nor the Parties' Counsel, shall initiate any statements to the media regarding the Settlement. The Parties shall agree on a statement to be used in the event of press inquiries regarding the settlement. Nothing in this provision is intended to prohibit implementation of Notice to the Settlement Class in accordance with this Agreement.

XX. MISCELLANEOUS PROVISIONS

20.1. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Settlement.

20.1. Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

20.2. Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

20.3. Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or the Parties' Counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

20.4. Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

20.5. Class Counsel Signatories. It is agreed that because the Settlement Class Members

are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice provided in accordance with this Agreement will provide all Settlement Class Members with a summary of the Settlement and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit a valid request for exclusion, such Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.

20.6. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

20.7. Applicable Law. This Agreement shall be governed by Illinois law without regard to its choice of law or conflicts of law principles or provisions.

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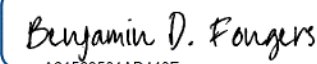
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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by and through their duly authorized representatives and counsel on the dates stated below.

BENJAMIN FONGERS, individually and
as Class Representative

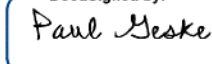
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Signature

6/1/2022

Date

MCGUIRE LAW, P.C., as Class Counsel

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Signature

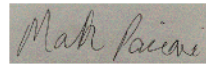
Paul Geske

Printed Name

6/1/2022

Date

CareerBuilder, LLC, as Defendant



Signature

mark pacioni

Printed Name

6/1/2022

Date

Seyfarth Shaw LLP, as Counsel for
Defendant CareerBuilder



Signature

Andrew Scroggins

Printed Name

6/1/2022

Date

Apollo Global Management, Inc. as
Defendant



Signature

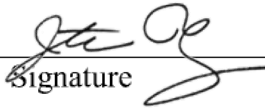
Brian Carney

Printed Name

06/01/2022

Date

O'Melveny & Myers, LLP as Counsel for
Defendant Apollo Global Management, Inc.



Signature

Jonathan Rosenberg

Printed Name

06/01/2022

Date