

A federal court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU APPLIED FOR EMPLOYMENT WITH LOWE'S COMPANIES, INC. OR ONE OF ITS SUBSIDIARIES BETWEEN OCTOBER 9, 2012, AND JULY 9, 2015, THEN YOU MAY BE ENTITLED TO A BENEFIT FROM A CLASS ACTION SETTLEMENT.

WHAT IS THIS CASE AND SETTLEMENT ABOUT?

Four people like you, Jason Brown, Laszlo Bozso, Meris Dudzic and April Ingram-Fleming (the "Plaintiffs") applied for a job at Lowe's Companies, Inc. ("Lowe's"). At the time they applied for a job, Lowe's obtained a background check about them. Lowe's asked the Plaintiffs to sign a disclosure and authorization form that contained a liability waiver. The Plaintiffs alleged that this standard form violated the Fair Credit Reporting Act, 15 U.S.C. § 1681b(b)(2) because it contained additional language other than a disclosure under this law. Lowe's denied that it violated the law and that including the liability waiver violated the law.

The settlement will provide Lowe's Gift Cards or checks for cash amounts to eligible individuals who applied for jobs with Lowe's during the specified time period. You must take an action to claim this benefit.

This case is in the United States District Court for the Western District of North Carolina and the case is entitled *Brown, et al. v. Lowe's Companies, Inc., et al.*, Case No. No. 5:13-CV-00079-RLV-DSC.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT THE ELECTION FORM ATTACHED AT THE END OF THIS PACKAGE	The only way to get a payment is to submit a form confirming your current address and selecting your choice between a Lowe's Gift Card of approximately \$50.00 or if you live more than 25 miles from any Lowe's store, a check in the approximate amount of \$35.00. To receive any payment, you must follow the instructions set forth in this Notice and submit a completed Election Form that is postmarked by May 16, 2016 .
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Lowe's about the legal claims in this settlement.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights to sue Lowe's for this claim on your own.

1. WHY DID I GET THIS NOTICE?

The Court ordered this notice because you have a right to know about a proposed Settlement of a class action lawsuit of which you may be a member, and about your options, before the Court decides whether to approve the Settlement.

If the Court approves it and after any objections and appeals are resolved, Lowe's will provide Lowe's Gift Cards redeemable at any Lowe's store to eligible class members. In the alternative, qualified class members who live more than 25 miles from a Lowe's store have the right to instead elect a check for a cash amount. This notice explains the lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Western District of North Carolina and the case is entitled *Brown, et al. v. Lowe's Companies, Inc., et al.*, Case No. No. 5:13-CV-00079-RLV-DSC. The persons who sued are called the Plaintiffs, and the companies they sued, including Lowe's Companies, Inc. ("Lowe's"), are called the Defendants. Only one Defendant, Lowe's, is involved in the Settlement, and is referred to as "Defendant" or "Lowe's".

2. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case Jason Brown, Laszlo Bozso, Meris Dudzic and April Ingram-Fleming), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One Court resolves the issues for all Class Members, except for those who ask to be excluded from the Class. The United States District Court for the Western District of North Carolina is in charge of this class action.

3. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will benefit. The Class Representatives and their attorneys think the Settlement is best for the Class Members.

4. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are part of the Settlement if:

- You submitted an employment application to Lowe's; and
- You were the subject of a background check procured by Lowe's for employment purposes between (1) October 9, 2012, and May 6, 2015, (if you applied for employment with a Lowe's store), or (2) October 9, 2012, and July 5, 2015 (if you applied for employment at Lowe's corporate headquarters through an external source), or (3) October 9, 2012, and July 9, 2015, (if you applied for employment with Lowe's corporate headquarters at a kiosk).

5. WHAT DOES THE SETTLEMENT PROVIDE?

Lowe's will mail you a Gift Card that may be used at any Lowe's store **if you submit a valid election form by the deadline**, which is **May 16, 2016**. The Plaintiffs and Lowe's believe that the gift card will be in the approximate amount of \$50.00. Gift cards will be subject to the same Terms and Condition as of August 31, 2015, as the Gift Cards Lowe's sells in the ordinary course of its retail business.

OR

If you live more than 25 miles from the nearest Lowe's store, you can elect to receive a check instead of a gift card if **you submit a valid election form by the deadline**, which is **May 16, 2016**. The Plaintiffs and Lowe's believe that the check will be in the approximate amount of \$ 35.00.

The amount of money on the gift card or the check will depend on how many people submit an eligible election form.

6. HOW CAN I RECEIVE A PAYMENT IN THE SETTLEMENT?

If you want to receive the payments offered under this Settlement, then you will need to fill out a valid Election Form. On this form, you will provide your name and contact information and confirm your current mail address and whether you elect the gift card or the check as your settlement benefit. A copy of a blank Election Form for you to fill out is enclosed. Election Forms are also available at the Settlement Website which is at www.LowesFCRASettlement.com.

Your completed Election Form must be submitted by mail to the Claims Administrator no later than **May 16, 2016**, to the following address:

**LOWE'S CLASS ACTION SETTLEMENT
ATTN: CLAIMS
PO BOX 23680
JACKSONVILLE, FL 32241-3680**

If the Court approves the Settlement, the Election Form will be reviewed by the Claims Administrator, and if you are eligible, you will receive the Settlement benefit (a gift card, or, a check). You can check on the progress of the Settlement by visiting the website www.LowesFCRASettlement.com.

7. WHEN WOULD I RECEIVE MY SETTLEMENT PAYMENT?

The Court will hold a hearing on June 6, 2016, at 2:00 p.m. at the United States Federal Courthouse located at the Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, NC 28202, to decide whether to approve this Settlement.

If the Court approves the Settlement after that, there may be appeals. It's always uncertain how these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You may continue to check on the progress of the Settlement by visiting the website www.LowesFCRASettlement.com.

8. WHAT AM I GIVING UP TO STAY IN THE CLASS AND RECEIVE A BENEFIT?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Lowe's and certain affiliated companies and people about the legal claim settled in this Settlement Agreement if it is approved. It also means that all of the Court's orders will apply to you and legally bind you.

As part of the Settlement, the Class Representatives have agreed to dismiss all claims of the members of the Settlement Class relating to any and all claims that Lowe's violated 15 U.S.C. § 1681b(b)(2) of the Fair Credit Reporting Act or similar State laws.

This means that all persons who do not opt out of the Settlement will be barred from bringing such claims on their own, even if they do not file a claim or receive a gift card or a check.

9. HOW DO I GET OUT OF THE SETTLEMENT?

If you don't want to participate in this Settlement, but you want to keep the right to sue or continue to sue Lowe's on your own about the legal claims released in this Settlement, then you must take steps to get out. This is called excluding yourself, and is sometimes referred to as opting out of the Class.

To exclude yourself from the Settlement, you must complete and return the enclosed Request For Exclusion ("Opt Out") Form or send a letter by mail saying that you want to be excluded from the Settlement. If you send a letter, be sure to include your name, address, telephone number, your signature, and refer to the case -- *Brown, et al. v. Lowe's Companies, Inc.*, Case No. 5:13-CV-00079-RLV-DSC. You must mail your completed Request For Exclusion ("Opt Out") Form or letter exclusion request to the Claims Administrator postmarked no later than May 16, 2016, to:

**LOWE'S CLASS ACTION SETTLEMENT
ATTN: EXCLUSIONS
PO BOX 23648
JACKSONVILLE, FL 32241-3648**

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any of the Settlement benefits, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this Settlement. You may be able to sue (or continue to sue) Lowe's in the future.

10. IF I EXCLUDE MYSELF, CAN I GET BENEFITS FROM THIS SETTLEMENT?

No. If you exclude yourself, you cannot seek benefits under the Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Lowe's.

11. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed the law firms of Caddell & Chapman, Consumer Litigation Associates, P.C., O'Toole, McLaughlin, Dooley & Pecora, Co., LPA, Lyngklip & Associates Consumer Law Center, PLC, Sellers, Hinshaw, Ayers, Dortch & Lyons, P.A., Wenzel, Fenton, Cabassa, P.A., and Wallace & Graham, P.A. to represent you and the Class. These lawyers are called Class Counsel. More information about these law firms, their practices, and their lawyers' experience is available at www.LowesFCRASettlement.com.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

The attorneys who brought the cases on your behalf are requesting attorneys' fees and costs in the amount up to one third of the maximum settlement amount as defined in the settlement agreement. The request for attorneys' fees and costs must be approved by the Court. The Class Representatives will also seek compensation for their efforts in the amount of \$5,000 each, which must be approved by the Court. Lowe's will pay the fees and expenses that the Court awards, and Lowe's has agreed not to oppose these requests for fees and expenses. Lowe's will also pay the costs to administer the Settlement.

13. HOW DO I OBJECT TO THE SETTLEMENT?

If you stay in the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter saying that you object to the Settlement in *Brown, et al. v. Lowe's Companies, Inc.*, Case No. 5:13-CV-00079-RLV-DSC. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. You must also indicate whether you, or your own lawyer, intend to appear at the Final Fairness Hearing. If your own lawyer intends to appear at the Hearing, he or she must file a written Notice of Appearance of Counsel with the Clerk of Court no later than May 30, 2016, that includes the full caption and case number of each previous class action case in which that lawyer has represented an objector.

If you submit your objection through your own lawyer, your submission must include, in addition to the information above, (a) the identity and number of the Class Members represented by your lawyer; (b) the number of such represented Class Members who have opted out of the Class; and (c) the number of such represented Class Members who have remained in the Settlement Class and have not objected.

Mail your objection to these three different places so that they are received no later than May 16, 2016:

To the Court:	To Class Counsel:	To Defense Counsel:
Clerk of Court United States District Court Western District of North Carolina Charles R. Jonas Federal Building 401 West Trade Street, Room 210 Charlotte, NC 28202	Consumer Litigation Associates, P.C. Attn: Leonard Bennett 763 J. Clyde Morris Blvd. 1-A Newport News, VA 23601	Hunton & Williams LLP Attn: Robert T. Quackenboss 2200 Pennsylvania Avenue, NW Washington, DC 20037

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

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

The Court will hold a Fairness Hearing on June 6, 2016, at 2:00 p.m. at the United States District Court for the Western District of North Carolina, United States Federal Courthouse located at the Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, NC 28202, to 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 asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be continued without further notice.

15. DO I 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 a written 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.

16. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must state that in your objection, as noted in Question 13. You cannot speak at the hearing if you excluded yourself.

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing at all, you will remain in the Class and you will not receive a benefit. To receive a benefit, you must complete and send in an Election Form. There is a blank Election Form enclosed with copies of this Notice by Mail and the Election Form can also be printed off of the website at www.LowesFCRASettlement.com.

If you have any questions about how to complete the Election Form, you can contact the Claims Administrator at their toll-free number, 800-290-2414. Or, you can email them through their website, www.LowesFCRASettlement.com. You may also speak to one of the lawyers representing you by calling 757-930-3660 or by e-mail to: Lowes@clalegal.com.

If you do not exclude yourself from this Settlement, and do not return a valid and completed Election Form, you will receive no benefit from the Settlement, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lowe's about the legal issues in this case, ever again.

18. HOW DO I GET MORE INFORMATION?

You may also visit the website www.LowesFCRASettlement.com where updates, documents and other information regarding the case will be available. You can also call the Claims Administrator toll-free at 800-290-2414 to ask questions and get more information. You can also write to them by regular mail at their address as follows: **Lowes's Class Action Settlement, PO Box 23648, Jacksonville, FL 32241-3648.**

You may speak to one of the lawyers representing you by calling 757-930-3660 or by e-mail to: Lowes@clalegal.com.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE CLERK OF THE COURT,
THE JUDGE, OR TO LOWE'S OR TO ITS ATTORNEYS.**

THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.