



interviewing witnesses, preparing for and taking and defending the depositions of the Plaintiff, representatives of Yale and certain non-party witnesses;

WHEREAS, the Parties have engaged in extensive arm's length negotiations and private mediation concerning the settlement of the claims asserted in the Litigation;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery whatsoever for the Plaintiff and the Settlement Class Members, or might result in a recovery that is less favorable to the Plaintiff and the Settlement Class Members, the Plaintiff and his counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interests of the Plaintiff and the Settlement Class Members; and,

WHEREAS, based on additional information relating to the size of the Settlement Class discovered by Defendant subsequent to first entering into this Agreement, the parties have entered into this revised Agreement to reflect that change only, all other material terms and conditions of the Agreement remaining unchanged.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

## **I. DEFINITIONS**

The defined terms set forth above and herein shall have the meanings ascribed to them.

- 1.1** "CAFA Notice" means notice of this proposed settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).
- 1.2** "Class Members" or "Settlement Class Members" or the "Class" or the "Settlement Class" means all individuals who were subject to at least one consumer report created by Yale containing one or more traffic violations; offenses listed as pending awaiting trial; driving while intoxicated, driving under the influence, or operating while intoxicated offenses; felonies; misdemeanors; or violations, infractions, or summary offenses; which included records provided by Pennell from its court searches, less those reports which included admitted convictions on the application and those where Yale personally spoke to the applicants and confirmed the public record, from November 24, 2010 through November 30, 2017.
- 1.3** "Court" shall mean the United States District Court for the Middle District of Pennsylvania, where the above-referenced case, captioned *Noye v. Yale Associates, Inc.*, Civil Action No. 15-CV-02253-YK is currently pending.
- 1.4** "Cy Pres Recipient" shall mean MidPenn Legal Services, 213-A N. Front Street, Harrisburg, PA 17101-2240.

- 1.5** “Defendant’s Counsel” shall mean Louis J. Isaacsohn, Esquire and Kristi Buchholz, Esquire of the law firm Wilson Elser Moskowitz Edelman & Dicker LLP.
- 1.6** The “Effective Date” is the date on which this Agreement becomes effective, which shall mean the later of: (1) thirty (30) days following the Court’s Order granting final approval of the settlement if no appeal is taken, or (2) the date of the Court’s entry of a final order and judgment after resolving any appeals.
- 1.7** “Final Approval” means the approval of the Agreement by the Court at or after the Final Approval Hearing and entry on the Court’s docket of the Final Approval Order.
- 1.8** “Final Approval Order” means a final order and judgment entered by the Court giving Final Approval to the Agreement and dismissing with prejudice Plaintiff’s claims and entering a judgment according to the terms set forth in this Agreement, substantially in the form of Exhibit A hereto.
- 1.9** “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve this Settlement, enter the Final Approval Order, and make such other rulings as are contemplated by this Settlement. The Final Approval Hearing shall not be scheduled for a date less than 90 days following the mailing of the CAFA Notice.
- 1.10** “Net Settlement Fund” means the amount remaining in the Settlement Fund after the deduction of Court-approved attorneys’ fees and expenses and a Court-approved Service Payment to Plaintiff. The proceeds remaining in the Net Settlement Fund will be distributed to Settlement Class Members by the Settlement Administrator as set forth herein.
- 1.11** “Notice of Objection” means an objection made by a Settlement Class Member to this Settlement by filing a written notice of such objection with the Clerk of Court within sixty (60) days after the Settlement Notice is mailed to Settlement Class Members (the “Objection Date”).
- 1.12** “Notice and Administration Expenses” means the fees, costs, and expenses incurred by the Settlement Administrator in order to carry out its obligations under this Agreement.
- 1.13** “Opt-Out Deadline” means sixty (60) days from the date on which the Settlement Administrator mails the Settlement Notice to Settlement Class Members.
- 1.14** “Plan of Allocation” refers to the methodology by which the Net Settlement Fund will be distributed to Settlement Class Members.
- 1.15** “Pennell” means Monty Pennell individually and Pennell & Associates.
- 1.16** “Preliminary Approval” means preliminary approval of the Agreement by the Court, conditional certification of the Settlement Class, and approval of the method and content of notice to the Settlement Class.

- 1.17** “Preliminary Approval Hearing” means the initial hearing that shall be requested by the Parties in order for the Court to consider the Parties’ proposed Settlement.
- 1.18** “Preliminary Approval Motion” means the motion that Plaintiff shall file seeking the Court’s preliminary approval of the Settlement.
- 1.19** “Preliminary Approval Order” means the order entered by the Court granting Preliminary Approval substantially in the form of Exhibit B hereto.
- 1.20** “Released Parties” shall mean Yale, all Yale corporate affiliates, including predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers, agents, subcontractors, attorneys, insurers (including but not limited to Lexington Insurance Company), subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies or other organizations, and all persons acting by, through, under or in concert with them. Specifically excepted from this definition are Johnson & Johnson Services, Inc. (“J&J”); Kelly Services, Inc. (“Kelly”); Monty Pennell and Pennell & Associates, Inc. (“Pennell”); and, J&J’s, Kelly’s and Pennell’s respective predecessors, successors, assigns current and former employees, shareholders, officers, directors, members, managers, agents, subcontractors, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies or other organizations, and all persons acting by, through, under or in concert with them (collectively, the “Unreleased Parties”).
- 1.21** “Request for Exclusion” is that request to opt-out of the Settlement as set forth in Section IX hereof.
- 1.22** “Settlement” means the fulfillment of the terms and conditions of the agreement between the Plaintiff (on behalf of himself personally and as proposed representative of the Settlement Class Members) and Defendant to settle and compromise Plaintiff’s and the Settlement Class Members’ claims in the Litigation, as memorialized in this Agreement and the accompanying documents attached hereto, fully, finally and forever.
- 1.23** “Settlement Administrator” shall mean American Legal Claim Services, LLC.
- 1.24** “Settlement Class Counsel” or “Class Counsel” shall mean James A. Francis and David A. Searles of the law firm Francis & Mailman, P.C., and Marielle Macher of the Community Justice Project.
- 1.25** “Settlement Fund” means the settlement amount of Five Hundred Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$562,500.00), to be paid by or on behalf of the Defendant to the Settlement Administrator for Notice and Administration Expenses and the distribution to Settlement Class Members, the Plaintiff and Class Counsel in accordance with the terms of this Agreement, which is the maximum amount Defendant will pay to settle the Litigation as set forth in this Agreement.
- 1.26** “Settlement Notice” is the notice to be sent to the Settlement Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the

Court's approval thereof, which shall contain the information set forth in Section 8.2 of this Agreement and be substantially in the form of Exhibit C hereto.

**1.27** "Service Payment" means the payment made out of the Settlement Fund to the Plaintiff for his individual claims and his service in the matter. Subject to Court approval, this amount will be \$10,000.

## **II. NO ADMISSION OF LIABILITY OR ELEMENTS OF CLASS CERTIFICATION**

### **2.1 Defendant's Denial of Wrongdoing or Liability**

Defendant has asserted and continues to assert many substantial defenses in the Litigation and has expressly denied and continues to deny any fault, wrongdoing or liability, whatsoever, arising out of the conduct alleged in the Litigation.

### **2.2 Practice Changes**

Defendant affirmatively represents that as of June 19, 2015 that it made a best practices change in its procedures in performing criminal background searches to commence initially using the Pennsylvania unified court system searches which, based on information and belief, is titled the Administrative Office of Pennsylvania Courts ("AOPC"). This change to using the AOPC was made in lieu of county searches that required personal contact or visits by vendors unless a personal search is required to obtain missing information. Yale agrees to continue to research and vet legitimate electronic law enforcement repositories in lieu of "in person" court searches whenever possible.

### **2.3 No Admission by Defendant of Elements of Class Certification**

Defendant denies that a litigation class should be certified other than for purposes of this Settlement and reserves its rights to continue to contest any class certification motion. Nothing in this Agreement shall be construed as an admission by Defendant or any of the Released Parties that this Litigation is amenable to class certification for any purpose.

## **III. HEARINGS AND MOTION FOR PRELIMINARY APPROVAL**

**3.1** On or before April 24, 2019, Plaintiff shall file an unopposed Preliminary Approval Motion with the Court which shall seek entry of an order that would, for settlement purposes only: (A) certify a conditional settlement class under Federal Rule of Civil Procedure 23 composed of the Settlement Class Members; (B) preliminarily approve this proposed Settlement Agreement; (C) approve the manner of notice to the proposed Settlement Class Members, objection procedures and opt-out procedures; (D) certify the Plaintiff as the representative of the Class; (E) appoint Settlement Class Counsel; and (F) appoint the Settlement Administrator. The Preliminary Approval Motion shall also ask the Court to schedule a Fairness Hearing.

**3.2** The date of any Fairness Hearing shall be no earlier than ninety (90) days after the CAFA Notice is served. Defendant agrees to provide the CAFA Notice within ten (10) days of the proposed settlement of this class action being filed with the Court. Class Counsel shall file a motion for final approval of the Settlement and a petition for fees and costs (the "Fee Petition") no

later than ten (10) days prior to the Fairness Hearing.

#### **IV. CLASS LIST**

No later than fifteen (15) days after Preliminary Approval, Defendant will provide the Settlement Administrator with a list of Settlement Class Members' names and mailing addresses. Defendant has represented that the size of the Settlement Class is approximately 1,115. If the size of the Settlement Class is later determined to exceed that number by more than 5%, the Settlement Fund shall be increased commensurately.

#### **V. THE SETTLEMENT FUND**

##### **5.1 Creation of and Deposit Into the Settlement Fund**

Defendant will establish the Settlement Fund which shall consist of \$562,500.00. The sum of \$7,500.00 shall be paid to the Settlement Administrator by Defendant within five (5) business days after Preliminary Approval for the purpose of printing and mailing the Settlement Notice to the Class. The balance of \$555,000 shall be paid to the Settlement Administrator to establish the Settlement Fund within five (5) days after the Effective Date.

##### **5.2 Responsibilities of the Settlement Administrator**

The Settlement Administrator shall bear all responsibilities for the printing and distribution of the Settlement Notice and checks. The address of the Settlement Administrator will be used as the return address for the Settlement Notice. The Settlement Administrator and Class Counsel will respond to any inquiries from Class Members arising from or relating to this Settlement.

The Parties will have equal access to the Settlement Administrator and the Settlement Administrator will provide reports to the Parties as needed regarding the status of the mailing of the Settlement Notice to Settlement Class Members, the identity and number of Settlement Class Members who object and/or opt-out of the Settlement, and the distribution and redemption of the Settlement checks.

Not later than fifteen (15) days before the Final Approval Hearing, the Settlement Administrator shall (A) cause a declaration to be filed with the Court that the Notice described below was given as required herein; and (B) prepare a list of all people who have timely excluded themselves from the Settlement Class and shall provide such list to Class Counsel and Defendant's Counsel, who will then report the names appearing on this list to the Court at or before the time of the Final Approval Hearing, per Section 9.3 below.

#### **VI. DISBURSEMENT OF THE SETTLEMENT FUND PAYMENTS**

##### **6.1 Payment of Net Settlement Fund**

Within 30 days of the Effective Date, Class Members who did not timely exclude themselves from the Settlement (as set forth herein) will automatically be mailed a Settlement check from the Settlement Administrator. This payment shall be made in consideration for the Release in Section 7, *infra*, and such other promises and obligations as are set forth herein.

## **6.2 Settlement Amounts Payable as Attorneys' Fees and Costs**

(A) No later than ten (10) days prior to the Final Approval Hearing, Class Counsel shall file the Fee Petition for an award of attorneys' fees plus reimbursement of litigation costs and expenses in an amount not to exceed one-third of the Settlement Fund. After depositing the full Settlement Fund with the Settlement Administrator, Defendant shall have no additional liability for Class Counsel's attorneys' fees and costs.

(B) The payment of attorneys' fees and costs shall be made without withholding.

(C) Within ten (10) business days after the Effective Date, the Settlement Administrator shall deduct Class Counsel's Court-approved fees and expenses pursuant to this Settlement from the Settlement Fund and make that payment to Class Counsel prior to making disbursements to Class Members out of the remaining Net Settlement Fund.

(D) The substance of the Fee Petition is to be considered separately from the Court's consideration of the fairness, reasonableness, and good faith of the Settlement of the Litigation. The outcome of any proceeding related to the Fee Petition shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Any fees or costs sought by Class Counsel but not approved by the Court shall be distributed to the *Cy Pres* Recipient.

## **6.3 Service Payment to Class Representative**

The Class Representative shall, subject to Court approval, receive from the Settlement Fund a one-time Service Payment of Ten Thousand Dollars and Zero cents (\$10,000.00) in consideration of the settlement of his individual claims and for his services in this matter. Any amount sought for the Service Payment but not approved by the Court shall be distributed to the *Cy Pres* Recipient. Within ten (10) days of the Effective Date, the Settlement Administrator shall remit the amount of the approved Service Payment to Class Counsel, who shall then distribute the Service Payment to the Class Representative. The Class Representative will also be entitled to his respective portion of the Net Settlement Fund as a member of the Settlement Class. The Class Representative agrees to the general release in Section 7.2 in consideration for his receipt of the Service Payment, if any, and his respective share of the Settlement Fund.

## **6.4 Treatment of Uncashed Settlement Checks**

Class Members will have sixty (60) days from the date on which the Settlement checks are issued to cash them. Any remaining checks uncashed on that date shall become null and void, and any such Class Member will have no further recourse pursuant to this Settlement. All funds not disbursed because the checks were not cashed within the sixty (60) day period shall be used for any additional and reasonable notice and administration costs and then to the *Cy Pres* Recipient.

## **6.5 Undeliverable Settlement Checks**

In the event that a Settlement Fund disbursement is returned as undeliverable, the Settlement Administrator shall promptly re-mail the returned Settlement check to a corrected address of the intended Class Member recipient as may be determined by the Settlement

Administrator through reasonable efforts of the Settlement Administrator. If a corrected address cannot be obtained for the intended Class Member recipient, such return distribution will be paid in accordance with Section 6.4 above.

#### **6.6 Tax Consequences to Class Members**

The Settlement Administrator shall provide each Class Member with a notice advising him or her to seek personal tax advice regarding any tax consequences of the Settlement Fund disbursement. The notice regarding the potential tax treatment to Class Members shall be included with each disbursement to Class Members. For the avoidance of doubt, neither the Defendant, nor Defendant's Counsel, nor Class Counsel, have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the Settlement Fund disbursements to Class Members, and neither Defendant, Defendant's Counsel nor Class Counsel shall be held responsible for any such tax consequences.

#### **6.7 Notice and Administration Expenses**

Except as set forth in section 6.4 above, costs of notice and settlement administration shall be capped at \$16,000.00. All such costs shall be paid from the Settlement Fund.

### **VII. RELEASE OF CLAIMS**

#### **7.1 Settlement Class Members**

Upon the Effective Date, and in exchange for the consideration paid and the relief described in this Agreement, all Settlement Class Members who do not timely and validly opt out of the Settlement, on behalf of themselves, their issue, heirs, representatives, successors, agents, executors, administrators or assigns, completely, finally and forever release and discharge the Released Parties of and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) asserted in the Litigation. The claims are released regardless of whether they are known or unknown, concealed or hidden, suspected or unsuspected, anticipated or unanticipated, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, fixed or contingent.

#### **7.2 Plaintiff**

Upon the Effective Date, the Plaintiff completely, finally and forever releases and discharges the Released Parties of and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, including but not limited to all allegations of wrongdoing raised in the Litigation, that the Plaintiff, his issue, heirs, representatives, successors, agents, executors, administrators or assigns, ever had, now has or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, up to and including the date the Plaintiff executes this Agreement.

## **VIII. THE SETTLEMENT NOTICE**

**8.1** Class Counsel shall bear the cost and responsibility of the preparation of the Settlement Notice, which shall be subject to comment and prior approval by Defendant's Counsel. The Settlement Administrator will be responsible for actually mailing the Settlement Notice, and its address will be used as the return address for the Settlement Notice. The Settlement Administrator shall mail the Settlement Notice by first-class mail to the Class Members at their mailing addresses no later than thirty (30) days after entry of the Preliminary Approval Order. In the event that a Settlement Notice is returned as undeliverable, the Settlement Administrator shall re-mail the Settlement Notice to the corrected address, if any, of the intended Class Member recipient as may be determined by the Settlement Administrator through reasonable efforts of the Settlement Administrator.

**8.2** The Settlement Notice shall contain the following information:

- (A) that the Settlement shall become effective only if it is finally approved by the Court;
- (B) that, if approved, the Settlement shall be effective as to all Class Members that do not timely exclude themselves;
- (C) that such Class Member has the right to object to this Settlement, either in person or through counsel, and be heard at the Fairness Hearing;
- (D) the projected dollar amount such Class Member may receive as a net payment under this Settlement, if this Settlement becomes effective, which amount shall be estimated and calculated by Class Counsel;
- (E) that upon the Effective Date, and in exchange for the consideration described in the Settlement Notice, those Class Members who have not timely opted out shall be bound by the Release as set forth herein;
- (F) that any and all claims released under the Settlement Agreement shall be waived, and that no person, including the Settlement Class Members, shall be entitled to any further distribution thereon; and
- (G) that each Settlement Class Member has a right to exclude himself or herself from the Settlement as set forth herein.

## **IX. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

**9.1** Any Class Member may make a Request for Exclusion by mailing or delivering the Request for Exclusion in writing to the Settlement Administrator. To be effective, a Request for Exclusion must be post-marked by not later than the Opt-Out Deadline, must be signed by the individual seeking exclusion, and shall further include the name, address and telephone number of the person requesting exclusion, and indicate that such person does not wish to be a Settlement Class Member and elects to be excluded from the Settlement. Any Request for Exclusion which fails to comply with each of the opt-out procedures set forth in this Section 9.1 shall be deemed deficient and of no force or effect.

**9.2** Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

**9.3** After the Opt-Out Deadline, the Settlement Administrator shall prepare a list of all people who have timely excluded themselves from the Settlement and shall provide such list to Class Counsel and Defendant's Counsel, who will then report the names appearing on this Opt-Out list to the Court at or before the time of the Final Approval Hearing.

## **X. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING**

**10.1** Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date with the Clerk of Court. The notice of objection shall also be sent to Class Counsel and Defendant's Counsel. Such objection shall be personally signed and state the caption of the Litigation and the name, address and telephone number of the person objecting to the Settlement, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection, and all relief sought. Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

**10.2** The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Settlement Agreement, in accordance with such Settlement Class Members' due process rights. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

**10.3** In accordance with law, only Settlement Class Members who timely object to the Settlement pursuant to the terms immediately above may appeal any Final Judgment.

## **XI. MISCELLANEOUS PROVISIONS**

### **11.1 Cooperation Among the Parties; Further Acts.**

The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms. The Parties shall work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and final Judgment and dismissal. Each of the Parties, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

**11.2 Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

**11.3 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and assigns.

**11.4 Arms' Length Transaction; Materiality of Terms.**

The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

**11.5 Captions.**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

**11.6 Construction.**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

**11.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

**11.8 Continuing Jurisdiction.**

The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

**11.9 Waivers, etc. to be in Writing.**

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such

written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**11.10 Notices.**

Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by mail to counsel for the Party to whom the notice is directed at the following addresses:

**If to Defendant:**

Wilson Elser Moskowitz Edelman & Dicker LLP  
Two Commerce Square  
2001 Market Street, Suite 3100  
Philadelphia, PA 19103  
Attention: Louis J. Isaacsohn, Esq. and Kristi Buchholz, Esquire

**If to Plaintiff:**

Francis & Mailman, P.C.  
1600 Market Street, 25<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attention: James A. Francis, Esq.

**11.12 Authorization of Counsel.**

Settlement Class Counsel, on behalf of the Class, are expressly authorized by Plaintiff and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class that they deem necessary or appropriate. Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

**11.13 Blue Penciling.**

If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**11.14 Counterparts.**

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

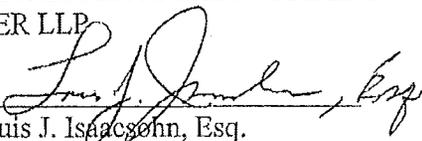
**11.15 Facsimile and Scanned Signatures.**

Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

WILSON ELSER MOSKOWITZ EDELMAN &  
DICKER LLP

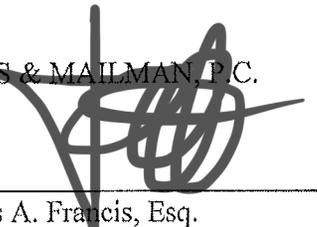
Dated: 3/29/19, 2018

By: , Esq.  
Louis J. Isaacson, Esq.

Attorneys for Defendant

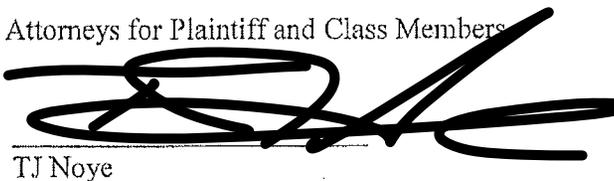
FRANCIS & MAILMAN, P.C.

Dated: \_\_\_\_\_, 2018

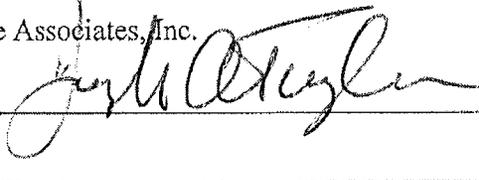
By:   
James A. Francis, Esq.

Attorneys for Plaintiff and Class Members

Dated: 4/1/19, 2018

By:   
TJ Noye

Dated: 4/1/19, 2018

Yale Associates, Inc.  
By:   
Its: \_\_\_\_\_



3. The Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials and finds that the Defendant’s notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative.

5. The settlement as set forth in the Settlement Agreement is fair, reasonable and adequate to the members of the Settlement Class in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages and in maintaining the class action through trial and appeal.

6. The relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The persons listed on [exhibit] have validly excluded themselves from the Settlement Class in accordance with the provisions of the Preliminary Approval Order.

8. The parties and each Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

9. It is in the best interests of the parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. This action is a class action against Defendant Yale Associates, Inc. on behalf of a class of consumers defined as follows (the "Settlement Class"): All individuals who were subject to at least one consumer report provided to Yale from Pennell, which included a criminal record, less those reports which included admitted convictions on the application and those where Yale personally spoke to the applicants and confirmed the public record, from November 24, 2010 through November 30, 2017.

11. The Settlement Agreement submitted by the parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable and adequate and in the best interests of the Class and the parties are directed to consummate the Settlement Agreement in accordance with its terms.

12. This action is hereby dismissed on the merits, with prejudice and without costs.

13. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

14. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the

Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

15. Upon consideration of Class Counsel's application for fees and reimbursement of expenses, the Court shall enter a separate Order awarding reasonable fees and expenses, to be paid from the Settlement Fund, in an amount to be set forth in that Order.

16. Upon consideration of the application for an individual service award, the Class Representative TJ Noye is awarded the sum of ten thousand dollars (\$10,000.00) to be paid from the Settlement Fund, in consideration of the valuable service he has performed for and on behalf of the Settlement Class.

17. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

BY THE COURT:

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YVETTE KANE  
U.S.D.J.

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

# Exhibit B

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

<b>T. JASON NOYE, individually and on behalf of all others similarly situated,</b>	:	<b>CLASS ACTION</b>
	:	
<b>Plaintiff,</b>	:	<b>No. 1:15-cv-02253-YK</b>
	:	
	:	
v.	:	
	:	
<b>YALE ASSOCIATES, INC.,</b>	:	
	:	
<b>Defendant.</b>	:	
	:	

**ORDER PRELIMINARILY APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement entered by the parties, hereby  
Orders that:

1. The Court has considered the proposed settlement of the claims asserted under the Fair Credit Reporting Act (“FCRA”) by a class of consumers defined as follows (the “Settlement Class”): all individuals who were subject to at least one consumer report created by Yale containing one or more traffic violations; offenses listed as pending awaiting trial; driving while intoxicated, driving under the influence, or operating while intoxicated offenses; felonies; misdemeanors; or violations, infractions, or summary offenses; which included records provided by Pennell from its court searches, less those reports which included admitted convictions on the application and those where Yale personally spoke to the applicants and confirmed the public record, from November 24, 2010 through November 30, 2017.

2. The Settlement Agreement entered between the parties appears, upon preliminary review, to be fair, reasonable and adequate to the Settlement Class. Accordingly, the proposed settlement is preliminarily approved, pending a Final Approval Hearing as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

(a) The Settlement Class consists of approximately 1,115 members;

(b) The claims of the Class Representative are typical of those of the other members of the Settlement Class;

(c) There are questions of fact and law that are common to all members of the Settlement Class; and,

(d) The Class Representative will fairly and adequately protect the interests of the Settlement Classes and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Settlement Class.

4. For settlement purposes only, this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because (a) a class action is superior to other available methods for the fair and efficient adjudication of this controversy, and (b) questions of fact and law common to the members of the Class predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

6. The Court appoints Plaintiff T Jason Noye as the Class Representative. The Court also appoints James A. Francis and David A. Searles of the law firm of Francis & Mailman, P.C. and Marielle Macher of the Community Justice Project as counsel for the Class (“Class Counsel”).

7. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on \_\_\_\_\_, 2019 (*at least 120 days after entry of Preliminary Approval Order*) at the United States District Court, 228 Walnut Street, Harrisburg, Pennsylvania 17101 in Courtroom \_\_\_ at \_\_\_\_\_, \_\_. m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;

(c) To consider the application of Class Counsel for an award of attorney’s fees and expenses, and for a service award to the Class Representative; and

(d) To rule upon other such matters as the Court may deem appropriate.

8. (a) Within fifteen (15) days of entry of this Order, Defendant shall provide a Class List of the Settlement Class Members to the Settlement Administrator, who shall send the agreed upon Notice to the Settlement Class Members in accordance with the Notice Plan set forth in the Settlement Agreement.

(b) Not later than fifteen (15) days before the Final Approval Hearing, the Settlement Administrator will cause a declaration to be filed with the Court that the Notice described above was given as required herein.

9. The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. If a Class Member chooses to opt-out of the Class, such Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the date specified in the Class Notice, which shall be no later than thirty (30) days before the date of the Final Approval Hearing. A Class Member who submits a request for exclusion using the procedure identified above shall be excluded from the Classes for any and all purposes. No later than fifteen (15) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of all people who have timely excluded themselves from the Settlement Class and shall provide such list to Class Counsel and Defendant's Counsel, who will then report the names appearing on this list to the Court at or before the time of the Final Approval Hearing.

11. A Class Member who does not file timely a request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

12. (a) Any Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be postmarked within sixty (60) days after the date of mailing of the Settlement Notice. The notice of objection shall be sent by First Class United States Mail, to Class Counsel, Defendant's Counsel, and the Clerk of the Court.

(b) The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of their counsel; (3) all objections and the basis for any such objections stated with specificity; (4) the identity of any witnesses the objector may call

to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of such exhibits; and, (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

13. No later than ten (10) days prior to the Final Approval Hearing, Class Counsel shall prepare and file with the Court, and serve on Defendant's counsel, a list of all persons who have timely objected to the settlement.

14. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement, for an individual service award to the Class Representative and for an award of attorney's fees and expenses shall be filed not later than ten (10) days before the Final Approval Hearing.

15. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

---

YVETTE KANE  
U.S.D.J.

Dated:

# Exhibit C

## UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

If you were the subject of a consumer report created by Yale Associates, Inc. between November 24, 2010 and November 30, 2017, you could get a payment from a class action settlement.

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

- A settlement will provide a Settlement Fund of \$562,500 to pay people who were the subject of a consumer report created by Yale Associates between November 24, 2010 and November 30, 2017.
- The settlement resolves a lawsuit over whether Yale Associates, Inc. (“Defendant”) failed to comply with legal requirements in obtaining background checks on people applying for jobs. The settlement avoids costs and risks to you from continuing the lawsuit; pays money to people like you; and releases Defendant from liability.
- The two sides disagree on how much money could have been won if this case went to trial.
- The parties estimate that class members will receive approximately \$ 313.00 from the Settlement Fund.
- Lawyers for the class members will ask the Court for up to one-third of the Settlement Fund to be paid by Defendant—as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement—and for \$10,000 to be paid to the Class Representative for his services.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Receive a payment under the settlement.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Yale Associates about the legal claims in this case.
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.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

### WHAT THIS NOTICE CONTAINS

**BASIC INFORMATION..... PAGE 3**

QUESTIONS? CALL 1-\_\_\_\_\_ TOLL FREE OR VISIT [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com)

¿Preguntas? Llame al 1-\_\_\_\_\_ o visite nuestra página web: [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com)

1. What is contained in this notice package?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT..... PAGE 4**

5. How do I know if I am part of the settlement?
6. Are there are exceptions to being included?
7. I'm still not sure if I am included.

**THE SETTLEMENT BENEFITS—WHAT YOU GET..... PAGES 4-5**

8. What does the settlement provide?
9. When would I get my payment?
10. What am I giving up to get a payment to stay in the Class?

**EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5**

11. How do I get out of the settlement?
12. If I don't exclude myself, can I sue Defendant for the same thing later?
13. If I exclude myself, can I get money from this settlement?

**THE LAWYERS REPRESENTING YOU..... PAGE 6**

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT..... PAGES 6-7**

16. How do I tell the Court that I don't like the settlement?
17. What's the difference between objecting and excluding?

**THE COURT'S FAIRNESS HEARING..... PAGE 7**

18. When and where will the Court decide whether to approve the settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

**IF YOU DO NOTHING..... PAGE 7**

21. What happens if I do nothing at all?

**GETTING MORE INFORMATION..... PAGE 8**

22. How do I get more information?

## BASIC INFORMATION

### 1. What is contained in this notice package?

If you are a member of the class of persons described in section 5 below, you may be eligible to receive a payment from a class action settlement. This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

You have a right to know about the proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

The Court in charge of the case is the United States District Court for the Middle District of Pennsylvania. This class action is *Noye v. Yale Associates, Inc.* The person who sued is called the Plaintiff, and the company he sued, Yale Associates, Inc., is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claimed that Defendant failed to comply with the federal Fair Credit Reporting Act by failing to provide required FCRA notices to Plaintiff and for maintaining a policy and practice of inaccurately reporting Pennsylvania summary offenses, a separate and less serious category of criminal offense, as misdemeanors. Defendant denies that it did anything wrong. The Complaint and Answer to the Complaint are available on the settlement website: [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com).

### 3. Why is this a class action?

In a class action, one or more people called Class Representative (in this case TJ Noye), 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 exclude themselves from the Class. U.S. District Judge Yvette Kane oversees this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. There was no trial. Instead, both sides agreed to a settlement after vigorous pre-trial litigation, including mediation sessions in front of a professional mediator in Philadelphia, PA. By reaching a settlement agreement (which is available at [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com)), the parties avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

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

You are receiving this notice because, according to Defendant's records, you were the subject of a consumer report created by Yale Associates, Inc. containing one or more traffic violations; offenses listed as pending awaiting trial; driving while intoxicated, driving under the influence, or operating while intoxicated offenses; felonies; misdemeanors; or violations, infractions, or summary offenses; which included records provided by Pennell & Associates from its court searches, less those reports which included admitted convictions on the application and those where Yale personally spoke to the applicants and confirmed the public record, from November 24, 2010 through November 30, 2017.

### 6. Are there exceptions to being included?

You are not a Class Member if you are an employee, officer, director, legal representative, or agent of any of the Defendant.

### 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call [REDACTED] or visit [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com) for more information.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 8. What does the settlement provide?

Defendant has agreed to create a \$562,500 fund from which each Class Member who does not exclude him or herself from the settlement will be mailed a check.

### 9. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_, 2019 at \_\_:00 . m. at the United States District Court for the Middle District of Pennsylvania, United States Courthouse, 228 Walnut Street, Harrisburg, Pennsylvania 17101 in Courtroom \_\_\_\_, to decide whether to approve the settlement. If Judge Kane approves the settlement after that, there may be appeals. It's always uncertain what the outcome of any appeals will be, and resolving them can take time, perhaps more than a year. Please be patient.

10. What am I giving up to get a payment or stay in the Class?

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 the Defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue any of the Defendant on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Class.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Noye v. Yale Associates*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than \_\_\_\_\_, 2019 to:

Noye v. Yale Associates – Exclusion Request  
c/o \_\_\_\_\_

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, 2019.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive money from this settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant.

## THE LAWYERS REPRESENTING YOU

## 14. Do I have a lawyer in this case?

The law firms of Francis & Mailman, P.C. in Philadelphia, PA, and the Community Justice Project in Harrisburg, PA represent you and other Class Members. The contact information for these law firms is:

<p><b>FRANCIS &amp; MAILMAN, P.C.</b> 1600 Market Street, 25<sup>th</sup> Floor Philadelphia, PA 19103</p>	<p><b>COMMUNITY JUSTICE PROJECT</b> 118 Locust Street Harrisburg, PA 17101</p>
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These lawyers are called Class Counsel. 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.

## 15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Settlement Fund to them for attorneys' fees and expenses. The attorneys' fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than this amount. Defendant has agreed not to oppose the request for fees and expenses. The costs of administering the settlement will be paid separately by the Defendant.

## OBJECTING TO THE SETTLEMENT

## 16. How do I tell the Court that I don't like the settlement?

If you're a Class Member, 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 *Noye v. Yale Associates*. Be sure to include: your name, the city and state in which you live, your telephone number, the reasons you object to the settlement; whether you plan to come to the Fairness Hearing and you (or anyone else) want to speak; if you have a lawyer (who is not one of the lawyers for the class), the name of the lawyer(s) representing you; and if they exist, any agreements relating to your objection or the process of objecting. You must sign the letter yourself – an attorney or other representative cannot sign for you.

Your objection must be received by the Clerk of the court at the following address no later than                     , 2019, with copies also served on Counsel at the following addresses:

<b>COURT</b> Clerk of the Court U.S. District Court Middle District of Pennsylvania 228 Walnut Street, P.O. Box 983 Harrisburg, PA 17101	<b>CLASS COUNSEL</b> Francis & Mailman, P.C. 1600 Market Street, 25 <sup>th</sup> Floor Philadelphia, PA 19103	<b>DEFENSE COUNSEL</b> Wilson Elser Moskowitz Edelman & Dicker LLP Two Commerce Square 2001 Market Street, Suite 3100 Philadelphia, PA 19103
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17. 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 only object if you stay in the Class.

**Excluding** yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at \_\_\_\_\_ .m. on \_\_\_\_\_, 2019, at the United States District Court for the Middle District of Pennsylvania, United States Courthouse, 228 Walnut Street, Harrisburg, Pennsylvania 17101, in Courtroom \_\_\_\_\_. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate and whether the requested payments to Class Counsel and Class Representatives are proper. If there are objections, the Court will consider them. Judge Kane will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Kane 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.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you plan to speak at the hearing because you don't like the settlement, you must also send a letter as described in Section 16. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you'll still receive money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice summarizes the proposed settlement. More details—including the Settlement Agreement, the Complaint and Answer, answers to common questions, plus other information to help you determine whether you are a Class Member and whether you are eligible for payment—are available at [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com). You can also request this information by calling 1-\_\_\_\_\_ toll free or writing to the Settlement Administrator at *Noye v. Yale Associates., c/o* [settlement administrator]. You may also speak to one of the attorneys working on this class action by calling: 1-800-735-8600 or emailing the attorneys at the following address: [info@consumerlawfirm.com](mailto:info@consumerlawfirm.com).

QUESTIONS? CALL 1-\_\_\_\_\_ TOLL FREE OR VISIT [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com)  
¿Preguntas? Llame al 1-\_\_\_\_\_ o visite nuestra página web: [www.noyeyalesettlement.com](http://www.noyeyalesettlement.com)

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

<b>T. JASON NOYE, individually and on behalf of all others similarly situated,</b>	:	<b>CLASS ACTION</b>
	:	
<b>Plaintiff,</b>	:	<b>No. 1:15-cv-02253-YK</b>
	:	
<b>v.</b>	:	
	:	
<b>YALE ASSOCIATES, INC.,</b>	:	
	:	
<b>Defendant.</b>	:	
	:	

**ORDER PRELIMINARILY APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement entered by the parties, hereby Orders that:

1. The Court has considered the proposed settlement of the claims asserted under the Fair Credit Reporting Act (“FCRA”) by a class of consumers defined as follows (the “Settlement Class”): all individuals who were subject to at least one consumer report created by Yale containing one or more traffic violations; offenses listed as pending awaiting trial; driving while intoxicated, driving under the influence, or operating while intoxicated offenses; felonies; misdemeanors; or violations, infractions, or summary offenses; which included records provided by Pennell from its court searches, less those reports which included admitted convictions on the application and those where Yale personally spoke to the applicants and confirmed the public record, from November 24, 2010 through November 30, 2017.

2. The Settlement Agreement entered between the parties appears, upon preliminary review, to be fair, reasonable and adequate to the Settlement Class. Accordingly, the proposed settlement is preliminarily approved, pending a Final Approval Hearing as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

(a) The Settlement Class consists of approximately 1,500 members;

(b) The claims of the Class Representative are typical of those of the other members of the Settlement Class;

(c) There are questions of fact and law that are common to all members of the Settlement Class; and,

(d) The Class Representative will fairly and adequately protect the interests of the Settlement Classes and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Settlement Class.

4. For settlement purposes only, this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because (a) a class action is superior to other available methods for the fair and efficient adjudication of this controversy, and (b) questions of fact and law common to the members of the Class predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

6. The Court appoints Plaintiff TJ Noye as the Class Representative. The Court also appoints James A. Francis and David A. Searles of the law firm of Francis & Mailman, P.C. and Marielle Macher of the Community Justice Project as counsel for the Class (“Class Counsel”).

7. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on \_\_\_\_\_, 2019 (*at least 120 days after entry of Preliminary Approval Order*) at the United States District Court, 228 Walnut Street, Harrisburg, Pennsylvania 17101 in Courtroom \_\_\_ at \_\_\_\_\_, \_\_. m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;

(c) To consider the application of Class Counsel for an award of attorney’s fees and expenses, and for a service award to the Class Representative; and

(d) To rule upon other such matters as the Court may deem appropriate.

8. (a) Within fifteen (15) days of entry of this Order, Defendant shall provide a Class List of the Settlement Class Members to the Settlement Administrator, who shall send the agreed upon Notice to the Settlement Class Members in accordance with the Notice Plan set forth in the Settlement Agreement.

(b) Not later than fifteen (15) days before the Final Approval Hearing, the Settlement Administrator will cause a declaration to be filed with the Court that the Notice described above was given as required herein.

9. The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. If a Class Member chooses to opt-out of the Class, such Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the date specified in the Class Notice, which shall be no later than thirty (30) days before the date of the Final Approval Hearing. A Class Member who submits a request for exclusion using the procedure identified above shall be excluded from the Classes for any and all purposes. No later than fifteen (15) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of all people who have timely excluded themselves from the Settlement Class and shall provide such list to Class Counsel and Defendant's Counsel, who will then report the names appearing on this list to the Court at or before the time of the Final Approval Hearing.

11. A Class Member who does not file timely a request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

12. (a) Any Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be postmarked within sixty (60) days after the date of mailing of the Settlement Notice. The notice of objection shall be sent by First Class United States Mail, to Class Counsel, Defendant's Counsel, and the Clerk of the Court.

(b) The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of their counsel; (3) all objections and the basis for any such objections stated with specificity; (4) the identity of any witnesses the objector may call

to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of such exhibits; and, (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

13. No later than ten (10) days prior to the Final Approval Hearing, Class Counsel shall prepare and file with the Court, and serve on Defendant's counsel, a list of all persons who have timely objected to the settlement.

14. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement, for an individual service award to the Class Representative and for an award of attorney's fees and expenses shall be filed not later than ten (10) days before the Final Approval Hearing.

15. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

---

YVETTE KANE  
U.S.D.J.

Dated: