

# **Exhibit A**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**ERIC KEELS and SANDRA INMAN,  
individually and on behalf of all others  
similarly situated,**

**Plaintiffs,**

**v.**

**THE GEO GROUP, INC. and ACCURATE  
BACKGROUND, INC.,**

**Defendants.**

**No. 1:15-cv-06261-CBA-SMG**

**SETTLEMENT AGREEMENT**

Plaintiffs, by and through their counsel, and Defendant The GEO Group (“GEO” or “Defendant”), by and through its counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for Settlement of the claims herein described against GEO;

WHEREAS, Plaintiff Eric Keels (“Keels”) filed the above-captioned class action lawsuit (“Litigation”) on October 30, 2015, against the Defendant The GEO Group, Inc. and Accurate Background, Inc. (“Accurate”), alleging that Defendants violated Plaintiffs’ rights under the Fair Credit Reporting Act (“FCRA”) by using Consumer Reports in employment decisions without ensuring that each affected candidate or employee received timely and/or complete Pre-Adverse Action Notices (including a copy of the Consumer Report and a summary of FCRA rights);

WHEREAS, Plaintiff Sandra Inman (“Inman,” and together with Keels, “Named Plaintiffs” or “Class Representatives”), a former GEO employee, and Keels filed an Amended Complaint on December 17, 2015, adding Inman as a Named Plaintiff in the Litigation;

WHEREAS, GEO has denied and continues to deny Plaintiffs’ claims, and GEO denies any wrongdoing or liability of any kind to Named Plaintiffs or to any members of the Class (as defined herein);

WHEREAS, the Parties to this Settlement Agreement have conducted and are continuing to conduct a thorough examination and investigation of the facts and law relating to the matters in this Litigation and that such examination included informal document discovery in preparation for mediation;

WHEREAS, GEO has concluded that Settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and

completely all pending and potential claims of the Named Plaintiffs and all Class Members relating to alleged conduct involved in this Litigation;

WHEREAS, Plaintiffs' Counsel analyzed and evaluated the merits of the claims made against GEO in the Litigation, conducted interviews with putative class members, obtained and reviewed relevant documents, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Plaintiffs' 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 Plaintiffs and the putative class;

WHEREAS, GEO and Class Counsel recognize that due to the difficulty in identifying persons who are Eligible Settlement Class Members through GEO records, this Settlement Agreement will result in the provision of notice to some people who do not qualify as Eligible Settlement Class Members;

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, including mediation conducted by former United States Magistrate Judge Diane Welsh of JAMS ADR, and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

WHEREAS, the Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members;

WHEREAS, this Settlement Agreement is made and entered into by and among GEO and Named Plaintiffs Keels and Inman individually and on behalf of a class (the "Settlement Class") of similarly situated persons defined as:

All persons for whom GEO obtained a Consumer Report, from October 30, 2010, through the date of the Preliminary Approval Order, as part of the GEO hiring or employee retention process, and at some point later in time either were not hired or were terminated.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned as follows:

## **I. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Background Check Policy. Background Check Policy shall mean the GEO policy in effect at the Corporate Headquarters and at each of GEO's locations nationwide.

B. CAFA Notice. “CAFA Notice” shall mean a written notice provided to appropriate federal and state officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(a).

C. Claim Form. “Claim Form” shall mean a form in substantially the same form as that attached hereto as Exhibit A.

D. Claims Period. “Claims Period” shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date until the date 60 days thereafter, including weekends and holidays, provided that if the last day of the Claims Period falls on a weekend or Federal holiday, then the end of the Claims Period shall be the next following day that is not a weekend or Federal holiday.

E. Class A Member. A “Class A Member” is an Eligible Settlement Class Member whose Consumer Report was completed and returned to GEO on or after October 30, 2013, through the date of the Preliminary Approval Order.

F. Class B Member. A “Class B Member” is an Eligible Settlement Class Member whose Consumer Report was completed and returned to GEO on or after October 30, 2010, and on or before October 29, 2013.

G. Class Counsel. “Class Counsel” shall mean: Ossai Miazad and Christopher M. McNerney of Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, NY 10017, (212) 245-1000.

H. Class Members. “Class Members” refers to members of the Settlement Class, as defined herein.

I. Class Notice. “Class Notice” shall mean the Court-approved form of notice for mailing purposes in substantially the same form as Exhibit B.

J. Class Representatives: “Class Representatives” shall mean Named Plaintiffs Eric Keels and Sandra Inman.

K. Class Settlement. “Class Settlement” shall mean the terms provided in this Settlement Agreement.

L. Consumer Report. “Consumer Report” shall have the same meaning as defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any subsequent amendments thereto.

M. Consumer Reporting Agency. “Consumer Reporting Agency” shall have the same meaning as defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any subsequent amendments thereto.

N. Court. “Court” shall mean the United States District Court for the Eastern District of New York, The Honorable Carol B. Amon presiding, or her duly appointed or designated successor.

- O. Defendant. “Defendant” or “GEO” shall mean The GEO Group, Inc.
- P. Defendant’s Counsel. “Defendant’s Counsel” shall mean Carolyn P. Short, Esq., Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia, PA 19103.
- Q. Distribution Amount. “Distribution Amount” shall mean the amount available from the Settlement Fund after payment of the costs of Class Notice and administration of the Settlement, attorneys’ fees and expenses, and service awards to Class Representatives.
- R. Dispute Resolution. Disputes between the parties that they are unable to resolve through good faith negotiation shall be brought to the attention of the Hon. Carol Bagley Amon (or an individual appointed by her, including the Magistrate Judge assigned to this Litigation), who’s resolution of the dispute shall be binding on the parties.
- S. Effective Date. “Effective Date” shall mean fifteen (15) business days after the Judgment has become Final.
- T. Eligible Settlement Class Member. “Eligible Settlement Class Member” shall mean a Settlement Class Member who is determined by Settlement Administrator to be entitled to compensation for a violation of rights.
- U. FCRA. “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any subsequent amendments thereto.
- V. FCRA State Equivalent. “FCRA State Equivalent” means any statute or regulation of any state, U.S. Territory, the District of Columbia, or Puerto Rico that requires that job applicants or employees be provided with notices that the employer is obtaining a consumer report, before that consumer report is obtained.
- W. Final. “Final” means the date the Judgment becomes final for all purposes, because either (i) no appeal has been filed and thirty (30) days have lapsed since entry of the Judgment, or (ii) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of the Settlement.
- X. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment. The Final Approval Hearing shall not be scheduled for a date less than 90 days following the mailing of the CAFA notice set forth in Section IV(B)(12).
- Y. Final Approval Order and Final Judgment. “Final Approval Order” and “Final Judgment” shall mean that Court order that finally certifies the Settlement Class, approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement. The Final Approval Order will be mutually agreed to by the Parties, and Plaintiffs’ Counsel will submit a draft Order for GEO’s review no later than five days before the Final Approval Motion is due.

Z. Initial Contribution. GEO will provide an amount from the Settlement Fund, of \$300,000.00, to the Settlement Administrator pursuant to the terms of this Settlement Agreement. Any amount of the \$300,000.00 which is not owed to an Eligible Settlement Class Member remains the property of GEO and will be returned to GEO as GEO's property.

AA. Judgment. "Judgment" means a final judgment and order of dismissal with prejudice to be entered by the Court concurrently with the Final Approval Order.

BB. Litigation. "Litigation" shall mean the above-captioned lawsuit pending in the United States District Court for the Eastern District of New York as Civ. A. No. 1:15-cv-06261-CBA-SMG.

CC. Notice Program. "Notice Program" shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.

DD. Notice Date. "Notice Date" shall mean the date upon which Class Notice is distributed in accordance with the terms herein.

EE. Objection. "Objection" shall mean a timely notice submitted by a Settlement Class Member objecting to the terms of the Settlement

FF. Objection Date. "Objection Date" shall mean the date which is forty-five (45) days from the Notice Date, by which time Settlement Class Members must submit any objection to the Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

GG. Opt-Out Deadline. "Opt-Out Deadline" shall mean the date which is forty-five (45) days from the Notice Date, by which time any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

HH. Opt-Out List. "Opt-Out List" shall mean a written list prepared by the Settlement Administrator of the names of persons who would qualify as Class A or Class B Members but who submitted a timely Opt-Out Notice.

II. Opt-Out Notice. "Opt-Out Notice" or "Opt-Out" shall mean a Request for Exclusion.

JJ. Parties. "Parties" shall mean the Plaintiffs and the Defendant.

KK. Preliminary Approval Order. "Preliminary Approval Order" shall mean the Order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit C.

LL. Release. "Release" shall mean the release described in Section VII herein.

MM. Released Claims. “Released Claims” shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII herein.

NN. Released Parties. “Released Parties” shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

OO. Second Contribution. GEO will provide an amount from the Settlement Fund, of an additional \$300,000.00, by check or wire transfer, to the Settlement Administrator pursuant to the terms of this Settlement Agreement. Any amount of the \$300,000.00 which is not owed to an Eligible Settlement Class Member remains the property of GEO and will be returned to GEO as GEO’s property.

PP. Settlement. “Settlement” shall mean the agreement by the Plaintiffs and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

QQ. Settlement Administrator. “Settlement Administrator” shall mean the qualified party to be selected by Plaintiff, with Defendant’s approval, and designated in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program. Neither Plaintiffs nor the Defendant shall have any responsibility for any acts or omissions of the Settlement Administrator.

RR. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement, including any amendment hereto pursuant to Section X.D hereof, and all the exhibits attached hereto.

SS. Settlement Class Members. “Settlement Class Members” shall mean all persons for whom GEO obtained a Consumer Report, from October 30, 2010 through the date of the Preliminary Approval Order, as part of the GEO hiring or employee retention process, and at some point later in time either were not hired or were terminated, and by virtue of being provided with notice, have the opportunity to potentially become an Eligible Settlement Class Member, as that term is defined above.

TT. Settlement Fund. “Settlement Fund” shall mean a fund or funds, governed by terms to be agreed to between Class Counsel and Defendant’s Counsel, of Nine Hundred Thousand Dollars (\$900,000.00), which shall be earmarked specifically for this case and remain in GEO’s operating expenses until such time as to be utilized to administer the monetary requirements of the Settlement. The Settlement Fund shall be provided to the Settlement Administrator, in the form of the First, Second, and Third Contributions, as necessary pursuant to the terms of this Settlement Agreement. Defendant shall provide documentation verifying that the Settlement Amount is available, has been earmarked for the sole purpose of this case, and will not be utilized for any other payments or purposes. Interest (if any) earned on funds provided to the Settlement Administrator shall become part of the Settlement Amount.

UU. Settlement Amount. “Settlement Amount” shall mean the maximum amount of Nine Hundred Thousand Dollars (\$900,000.00), plus interest (if any), to be paid by or on behalf of the Defendant towards fulfilling its obligations under this Settlement Agreement.

VV. Settlement Website. “Settlement Website” means a website established by the Settlement Administrator to provide information about the Settlement with an address of www.geobackgroundchecksettlement.com or, if unavailable, a mutually agreed upon address.

WW. Third Contribution. GEO will make available an amount from the Settlement Fund of \$300,000.00, by check or wire transfer, to the Settlement Administrator pursuant to the terms of this Settlement Agreement. Any amount of the \$300,000.00 which is not owed to an Eligible Settlement Class Member remains the property of GEO and will be returned to GEO as GEO’s property.

## II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendant’s Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially the forms agreed to by the Parties.
2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit C, which by its terms shall seek that the Court:
  - a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Settlement Class for purposes of this Settlement only, as within the range of fair, reasonable and adequate Settlement for purposes of issuing notice;
  - b. Approve the contents of the Class Notice and methods in the Notice Plan; and,
  - c. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorneys’ fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment approving the Class Settlement, granting Class Counsel’s application for fees and expenses, granting the service awards application by the Class Representatives, and dismissing the Litigation with prejudice.
3. Class Counsel and Defendant’s Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.
4. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Judgment, Class Counsel and Defendant’s Counsel agree to use their best efforts,



consistent with this Settlement Agreement, to cure any defect identified by the Court; provided, however, that in no event shall Defendant be required to agree to any such cure that would increase the cost or burden of the Settlement Agreement to the Defendant.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by Judge Carol B. Amon or her designated representative and his decision shall be binding on the Parties.

6. Neither this Settlement Agreement nor any negotiations shall be construed, offered, received as, or deemed to be, evidence of an admission or concession by Plaintiffs or the Settlement Class of lack of merit, or by Defendant of any liability or wrongdoing whatsoever, whether as alleged in the Complaint or otherwise. Defendant specifically denies that the conduct alleged in the Complaint gives rise to any such liability and that any class relating to such allegations properly could be certified as a class for litigation purposes.

7. In the event that the Court does not approve any part of this Settlement Agreement and settlement, then this entire Settlement Agreement and settlement shall become null and void; however, that Plaintiffs, Class Counsel, and Defendant may agree in writing to proceed with a modified settlement and apply for Court approval of that modified settlement. In the event that this Settlement Agreement shall become null and void for any reason, the provisions of Rule 408 of the Federal Rules of Evidence will apply to it and all negotiations surrounding it. No admission of law or fact, or combination thereof, will be found to exist as a result of this Settlement Agreement. If this Settlement Agreement fails to be approved or otherwise fails to be consummated in accordance with its terms:

a. Plaintiffs shall be entitled to continue this action on behalf of themselves and the Settlement Class in accordance with the rulings, circumstances, and procedural posture that existed in this case on April 22, 2016, the date on which Plaintiffs, Class Counsel, and Defendant agreed in principle to the terms of this settlement.

b. Defendant shall retain all rights to continue its defense to this case in accordance with the rulings, circumstances, and procedural posture that existed in this case on April 22, 2016, the date on which Plaintiffs, Class Counsel, and Defendant agreed in principle to the terms of this settlement.

### **III. SETTLEMENT TERMS**

#### **A. Provision of New Policies and Human Resources Employees Training**

As a result of this settlement:

1. Effective July 13, 2016, GEO implemented a Background Check Policy which codified procedures to be used within all GEO locations nationwide intended to comply with the FCRA. GEO is also taking reasonable steps to ensure that all applicable employees abide by the Background Check Policy both at Corporate Headquarters and at GEO's locations nationwide. Specifically, GEO agrees to:

- a. Consolidate background check vendors;
- b. Contract with background check vendors to assume the administration process for sending pre-adverse action and adverse action notices, and engage in periodic audits/reviews of those vendors for compliance with PAAN and AAN duties;
- c. Perform additional FCRA training for HR staff and conduct webinar training for all new HR employees on the hiring and background check process and FCRA compliance;
- d. Transfer the responsibility for initiating the adverse action notice process from the facility level to the region or corporate level;
- e. Standardize FCRA-related forms across all facilities;
- f. Make copies of periodic background check reports obtained by GEO from a background check vendor available to employees upon request and inform employees of this right; and
- g. Conduct periodic audits to confirm that existing centralized systems for tracking applicants and employees are fully utilized, in order to ensure that the records will reflect when an adverse employment decision is made based on a background check.

2. As of July 13, 2016, GEO's Corporate Policies and Procedures Manual will include a copy of the Background Check Policy, as will the Policies and Procedures Manuals effective at each Facility.

3. GEO will ensure that current and new human resources employees who work in GEO locations have been, and will continue to be, trained regarding the Background Check Policy.

**B. Settlement Fund**

1. The Settlement Administrator shall maintain a bank account to be used solely for the Settlement Fund. GEO shall deposit funds into the Settlement Fund via wire transfer or check.

2. Within five (5) days of entry of the Preliminary Approval Order, GEO will pay into the Settlement Fund the Initial Contribution, of \$300,000.00, to be used by the Settlement Administrator to cover the costs of Notice and administration of the Settlement. If, at any time,

whether by order of any court or because the Defendant is exercising any option to withdraw pursuant to Section X(3), the Settlement does not become final, then any unspent money remaining from this sum shall be returned to GEO with no obligation on the part of any party to repay any portion of the money actually spent.

3. Within five (5) days of the expiration of the Claims Period, GEO will pay into the Settlement Fund the Second Contribution of \$300,000.00. The entire amount of the Second Contribution shall be set aside by GEO and earmarked for the sole purpose of funding the Settlement Fund, as needed.

4. The remaining monetary obligation of \$300,000.00, the Third Contribution, will be paid into the Settlement Fund within five (5) days of the Effective Date. In the event the amount of claims received: (a) do not exceed the amount of Second Contribution, GEO does not have to pay the Third Contribution into the Settlement Fund until it receives notice, if any, from the Settlement Administrator that such contribution is needed to satisfy any claims; or (b) exceeds the amount of the Second Contribution but does not rise to the level of the Third Contribution amount, GEO shall pay into the Settlement Fund an amount of the Third Contribution identified by the Settlement Administrator as necessary to satisfy the claims received; provided, however, that the entire amount of the Third Contribution shall be set aside by GEO and earmarked for the sole purpose of funding the Settlement Fund, as needed.

5. All administrative expenses, including the costs of settlement administration, website administration, CAFA Notice, and the provision of notice to Class Members, as well as the amounts awarded by the Court for attorneys' fees and costs, and service awards to the Class Representatives, will be deducted from the Settlement Fund prior to determining the Distribution Amount.

6. Settlement checks will be distributed via mail within fifteen (15) days after the Effective Date.

7. Settlement checks will expire 120 days after issuance.

C. **Payments to Class Members**

1. Once the Court grants Final Approval of this Settlement, the Settlement Fund will be distributed as follows: each Eligible Settlement Class Member be entitled to receive a *pro rata* share of that Distribution Amount, not to exceed \$200.00 per Class A Member or \$100.00 per Class B Member. Each Eligible Settlement Class Member is only eligible to receive a single payment under this Settlement Agreement. No Eligible Settlement Class Member, other than Eric Keels and Sandra Inman, pursuant to the terms specified below in Section VIII, may receive any total amount under this Settlement Agreement greater than \$200.00, and Eligible Settlement Class Members may receive less than that total maximum amount. Any portion of the Settlement Fund which is not owed to an Eligible Settlement Class Member remains the property of GEO and will be returned to GEO as GEO's property.

2. In no circumstance will the Distribution Amount exceed the amount remaining under the Settlement Fund after payment of the costs of Class Notice and administration of the Settlement, attorneys' fees and expenses, and service awards to Class Representatives. In the

event that the number of claims is such that the Distribution Amount will be exceeded if claims were to be paid in full, then the Distribution Amount will be allocated as follows: two-thirds of the Distribution Amount will be allocated *pro rata* to Class A Claims, and one-third of the Distribution Amount will be allocated *pro rata* to Class B claims. Class A Member claims will then be calculated *pro rata*. In the event that there remain funds in the Class A Member allocation after calculation, those remaining funds will be allocated to Class B Member Claims. Class B Member Claims will then be calculated on a *pro rata* basis. No claims shall be paid until after these calculations in the event that the number of claims exceeds the Distribution Amount if all claims were paid in full.

3. No Settlement Class Member, other than Eric Keels and Sandra Inman, pursuant to the terms specified below in Section VIII, shall be entitled to more than his or her individual share of the Settlement Fund regardless of the number Consumer Reports GEO obtained regarding them.

4. No portion of the Settlement Fund shall be disbursed before the Effective Date, except as set forth in Section III(B)(2) above and III(D) below.

5. Both parties anticipate that late claims may be filed subsequent to the end of the claims period. Late claims may be allowed, if submitted on or before the date of the Final Approval Hearing, for good cause shown or as otherwise agreed to by the Parties. To the extent that the Parties cannot agree that good cause is shown, or that a claim should otherwise be accepted, the Settlement Administrator shall make the final decision regarding whether to allow a late claim.

6. The Parties make no representations regarding the taxability or non-taxability of any payments made hereunder, and the Parties agree that neither Party shall be responsible for payment of any taxes on the amounts paid hereunder to Plaintiffs, Class Representatives, Class Members, or the Settlement Administrator. All payment of taxes or other assessments to state or federal authorities on the amounts paid under this Settlement Agreement, if any, shall be the sole responsibility of Plaintiffs, Class Representatives, Class Members, the Settlement Administrator and Class Counsel with respect to their tax responsibilities as to their portion of the Settlement Funds.

#### **D. Attorneys' Fees and Expenses**

Class Counsel will petition the Court for an award of attorneys' fees in the amount not to exceed 33% of the entire Settlement Amount, and may also petition the Court for an award of costs, based on documentation to be submitted to the Court. Defendant has agreed not to oppose Class Counsel's application for said award of fees and costs. Any award of attorneys' fees includes any and all applicable taxes. The substance of Plaintiffs' Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement and this Agreement. The outcome of any proceeding related to Plaintiffs' Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the motions for settlement approval. In the event that the Court (or any appellate court) awards less than the requested amounts, only the awarded amounts shall be paid and shall

constitute full satisfaction of the obligations of this Section and full payment hereunder. Any money requested for attorneys' fees or costs that is not approved by the Court shall become part of the Distribution Amount. The Parties agree that the Settlement will proceed as specified in this Agreement regardless of the amount of attorneys' fees and costs approved and awarded by the Court. Class Counsel will be paid for their attorneys' fees and costs within thirty (30) days of the Effective Date. Class Counsel will provide the Settlement Administrator with a W-9 form within two (2) days of the Effective Date.

#### **IV. NOTIFICATION TO SETTLEMENT CLASS MEMBERS**

##### **A. Responsibilities of the Settlement Administrator**

1. The Settlement Administrator shall implement and administer the Notice Program.
2. The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to any dispute arising between the Settlement Administrator and the Parties regarding the implementation of the terms and conditions of the administration agreement.
3. The Settlement Administrator shall be responsible for, without limitation: (i) responding to requests for Claim Forms; (ii) mailing the Class Notices; (iii) mailing the reminder postcard (and email notice where available) halfway through the Claims Period; (iv) responding to requests for a copy of the Class Notice and other settlement documents; (v) communicating with Class and Defendant Counsel regarding Claim Forms, Objections, and Requests for Exclusion; (vi) otherwise administering the Notice Program; (vii) distributing payments to the Eligible Settlement Class Members as well as emailing, Settlement Class Members who have not cashed their checks prior to thirty (30) days before the deadline to do so; (viii) reissuing checks upon the request of a Settlement Class Member; and (ix) maintain the Settlement Website. The Notice Program shall comply with all requirements of applicable law.
4. The Settlement Administrator will provide information about the Settlement to Settlement Class Members, including notice and claims documents, court documents, and a copy of the Settlement Agreement.
5. GEO reserves the right, until the date which is fifteen (15) days prior to the Final Approval Hearing, to review Claim Forms submitted by persons who believe that they qualify as Settlement Class Members and determine whether the putative Settlement Class Member in fact qualifies as an Eligible Settlement Class Member. In the event that GEO has documentary evidence that raises a dispute about the right of a putative Settlement Class Member to receive payment under this Settlement Agreement, GEO will provide an explanation and supporting documents to Class Counsel and the Settlement Administrator. Class Counsel shall have five (5) days from the date of receipt of GEO's dispute to provide further documentation or explanation in support of the putative Settlement Class Member's claim to GEO and the Settlement Administrator.
6. In the event GEO disputes whether Settlement Class Members who have submitted Claim Forms qualify as Eligible Settlement Class Members, the Settlement Administrator shall have final authority to determine whether Settlement Class Members who

have submitted Claim Forms qualify as Eligible Settlement Class Members. In determining whether a Settlement Class Member is an Eligible Settlement Class Member, the Settlement Administrator shall consider: the information provided by GEO; and the information provided by Class Counsel and/or the Settlement Class Member (including the Settlement Class Member's submission of a Claim Form, which attests upon penalty of perjury that they are an Eligible Settlement Class Member).

**B. Notice**

1. Within fifteen (15) days after the Order Preliminarily Approving Settlement, GEO will provide the Settlement Administrator with the list of Settlement Class Members.

2. Beginning no later than twenty five (25) days from the date of the Order Preliminarily Approving Settlement, the Settlement Administrator shall cause to be disseminated the notices. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Prior to the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this section.

3. Notice will be provided to the Settlement Class by direct mailing of Class Notice and a Claim Form to all potential Settlement Class Members at their last known or readily ascertainable address and by email at their last known readily ascertainable email address, if available. Address information will be updated through the National Change of Address Database prior to mailing. Defendant does not agree to perform any other searches to locate Settlement Class Member information, except that it will provide the Settlement Administrator with the most up-to-date information it has for Settlement Class Members.

4. The Settlement Administrator shall also provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication to the Settlement Administrator, including through an email address or toll-free telephone number to be established by the Settlement Administrator. The Settlement Administrator will also provide downloadable copies of notices, Claim Forms, court decisions and other information to Settlement Class Members through the Settlement Website and provide for submission of claim forms online.

5. If, after the initial mailing, any Class Notices are returned as undeliverable, the Settlement Administrator will as soon as practicable attempt to locate the relevant Settlement Class Members by way of a national locator database or service (or additional means mutually agreed to by the parties) and, if another address is found, re-mail the Notice to that new address.

6. Thirty days before the close of the notice period, the Settlement Administrator will send a reminder postcard (and email, where available) reminding Settlement Class Members of their opportunity to submit a Claim Form.

7. Prior to the Final Approval Hearing, the Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and Defendant's Counsel, attesting to the measures undertaken to provide Notice of the Settlement. In that affidavit, the Settlement Administrator also will attest to activity on the Settlement Website, including number of visitors and number of documents downloaded.

8. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties, which shall provide that the names, addresses and other information about specific Settlement Class Members and/or specific Settlement Class Members that is provided to it by Defendant, Class Counsel, or by individual Settlement Class Members, shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

9. Settlement Class Members will have sixty (60) days from the Notice Date to file Claim Forms. Claim Forms must be submitted (or in the case of mail, postmarked) on or before the 60<sup>th</sup> day from the Notice Date in order to be considered timely submitted. Class Members may submit a Claim Form by mail, email, fax, or on the Settlement Administrator website.

10. The Settlement Administrator will advise Class and Defendant Counsel with information regarding who has filed Claim Forms on a weekly basis. If information on a submitted Claim Form is insufficient, unreadable, or left blank, the Settlement Administrator shall contact the person who submitted the Claim Form and work to complete the information.

11. Defendant shall have the right to challenge submitted Claims Forms, as explained in Section IV(A)(5)-(6).

12. The Settlement Administrator will send the CAFA notices not later than ten (10) days after this Settlement Agreement is filed with the Court.

## **V. OPT-OUT NOTICES BY SETTLEMENT CLASS MEMBERS**

1. The provisions of this paragraph shall apply to any Opt-Out Notice. Any Settlement Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator by the Opt-Out Deadline. Any Opt-Out Notice must be postmarked no later than the Opt-Out Deadline. Any Opt-Out Notice shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement. The Settlement Administrator shall provide the parties with a copy of any Opt-Out Notice for their review within three (3) business days of receipt.

2. Any Settlement Class Member who submits a timely Opt-Out Notice may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

3. Not later than three (3) business days after the deadline for submission of Opt-Out Notices, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendant's Counsel together with copies of each Opt-Out Notice. Class Counsel and Defendant's Counsel shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

4. Class Counsel agrees that this Settlement Agreement is fair, reasonable, and in the best interests of Settlement Class Members. Class Counsel shall not represent any individuals

who opt out from the Settlement in asserting claims against the Defendant that are the subject of this Agreement.

## **VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

1. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any Objection to be considered, must file a written notice of Objection by the Objection Date. Any Objection must be postmarked not later than the Objection Date. Such Objection shall state the name, address and telephone number of the person, 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.

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 and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection or request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defendant's Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, 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. The Settlement Administrator shall provide the parties with a copy of any Objections for their review within three (3) business days of receipt.

3. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms immediately above may appeal any Final Judgment.

## **VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT**

1. By this Settlement Agreement and specifically as provided in this Paragraph, Defendant, and all of its respective affiliates, parent corporations, subsidiaries, predecessors, operating units, related corporations, affiliates, successors and assigns, officers, agents, representatives, insurers, and all of their employees, supervisors, officers, directors, and agents, officials, insurers, attorneys and any person or entity which can be held jointly and severally liable with any of them, are fully, finally, and forever settled, released, and discharged from any and all claims, causes of action, liabilities, demands, and causes of action, fixed or contingent, that were or could have been asserted by the named Plaintiffs, for themselves and as representatives of the Settlement Class, and on behalf of each member of the Settlement Class and/or his or her respective spouse, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigned and all those acting or purporting to act on their behalf, or any member of the Settlement Class against the Released Parties, or any of them, based upon the FCRA and FCRA State Equivalent that are the subject of this Litigation,



including but not limited to the duties to provide applicants and employees notice any kind of notice under the FCRA or the FCRA State Equivalents (including but not limited to disclosure and authorization notice, pre-adverse action notice, adverse action notice, and any documents associated with such notices).

2. This release includes, but it not limited to, all claimed or unclaimed compensatory damages, actual damages, damages stemming from any allegations of willfulness, recklessness, damages for emotional distress, statutory damages, consequential damages, incidental damages, treble damages, punitive and exemplary damages, as well as claims for equitable, declaratory, or injunctive relief under any federal or state statute or common law or other theory that was alleged or could have been alleged in the Litigation as to the FCRA and FCRA State Equivalents. This release also includes interest, costs, and fees arising out of any of the claims described above. Nothing in this Settlement Agreement shall be deemed a release of the Parties respective rights and obligations under this Settlement Agreement.

3. This release applies to all claims described above, and all 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.

4. Plaintiffs, for themselves and for each Settlement Class Member, acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Settlement Class Counsel now knows or believes to be true with respect to the subject matter of these releases, but it is their intention to, and they do hereby, upon the Effective Date of this Settlement Agreement, fully, finally and forever settle and release any and all Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs, for themselves and for each Settlement Class Member, waive any and all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Settlement Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542 and/or of any other applicable federal or state law relating to limitations on releases.

5. Subject to the Court's approval, this Settlement Agreement shall bind all Settlement Class Members, and all of the Released Claims shall be dismissed with prejudice and release as against the Released Parties, even if a Settlement Class Member never received actual notice of the Settlement prior to the hearing on final approval of the Settlement. This Settlement Agreement does not affect the rights, if any, of Settlement Class Members who timely and properly exclude themselves from the Settlement.

6. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that have been released pursuant to the Settlement Agreement.

7. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Settlement Class Members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal. As set forth above, Class Counsel shall be paid their Court-approved attorneys' fees and costs within ten (10) days of the Effective Date, or by some other date as affixed by the Court.

#### **VIII. SERVICE AWARDS TO CLASS REPRESENTATIVES**

1. Given the efforts of the named Plaintiffs on behalf of the Settlement Class, Defendant will not oppose an application for awards of \$5,000.00 each on behalf of the Class Representatives Eric Keels and Sandra Inman. It is agreed between the Parties that the Class Representatives provided substantial assistance to Class Counsel in their prosecution of this action. Class Representatives are also eligible for payment of the awards to be paid to Settlement Class Members pursuant to their Group, as detailed in Section III(C)(1). Plaintiffs shall provide the Settlement Administrator with W-9 forms within two (2) days of the Effective Date. The substance of the Plaintiffs' application for a service award is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement and this Agreement. The outcome of the Court's ruling on the application for a service award shall not terminate this Agreement or otherwise affect the Court's ruling on the motions for settlement approval. Any service award money not approved by the Court shall become part of the Settlement Amount.

#### **IX. REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered Plaintiffs and constitutes their legal valid and binding obligation.

2. Defendant, through their undersigned attorneys, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by them of the actions

contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes their legal, valid, and binding obligation.

## **X. MISCELLANEOUS PROVISIONS**

1. This Settlement Agreement, and the exhibits and related documents hereto as well as any payment of moneys, or any other action taken, by the Defendant pursuant to any provision of this Settlement Agreement are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Defendant denies any liability to Plaintiffs and to all Members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

2. Defendants' willingness to settle this Litigation on a class basis and to agree to the certification of a conditional Settlement Class is dependent upon achieving finality in this Litigation, and the desire to avoid the expense of this and other litigation. Consequently, Defendants shall have the unilateral and unfettered right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Plaintiffs, Settlement Class Members, or Settlement Class Counsel if any of the following conditions subsequently occurs:

- a. The Court fails or declines to grant Preliminary Approval;
- b. The Court materially modifies the Final Approval Order such that it is not acceptable to Defendants; or
- c. The Effective Date does not occur for any reason, including the entry of an order by any court that would require either material modification or termination of the Settlement.

3. Additionally, Defendants may, at their exclusive option, on or before the date ten (10) business days after the Opt-Out Deadline and Objection Date, terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Plaintiffs, Settlement Class Members, or Settlement Class Counsel if more than 10% of the Settlement Class Members request to opt-out of the Settlement.

4. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Effective Date does not occur for any reason or the Final Judgment is not entered, then this Settlement Agreement, including any Releases or dismissals hereunder, is canceled. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

5. If this Settlement Agreement is terminated, (a) the class certification portions of this Settlement Agreement and any related papers shall have no further force and effect and shall not be offered as evidence or used in the Litigation or in any other proceeding; (b) counsel for the Parties shall seek to have any Court filings, orders, or other entries in the Court's file that result from this Settlement Agreement set aside, withdrawn, and stricken from the record; (c) the Settlement Agreement and all related papers, including any informal memorialization of the settlement exchanged between the parties and/or their counsel prior to the execution of this Settlement Agreement, 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 shall not be offered into evidence.

6. Aside from the filing of court papers with the Court related to this Settlement, the Parties shall not, nor shall cause any other person, make any public statement with regard to the settlement or the terms thereof, without the express advance written permission of the other Parties, until such time as the terms are made public as a result of court-ordered notice to the potential Settlement Class Members.

7. Defendants reserve the right to continue communicating with applicants and employees, including possible Settlement Class Members, in the ordinary course of business.

8. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

9. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

10. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

12. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear their own costs of the Litigation.

13. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

14. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

15. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to Plaintiffs and Defendant.

16. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of Settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

17. Integrated Agreement

a. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

b. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

18. Notice:


a. Any notice, request or instruction or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

If to Defendant to: Carolyn P. Short and Shannon E. McClure, Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia PA 19103 and by email at [cshort@reedsmith.com](mailto:cshort@reedsmith.com) and [smcclure@reedsmith.com](mailto:smcclure@reedsmith.com).

If to Class Counsel or Plaintiffs to: Ossai Miazad and Christopher M. McNerney, Outten & Golden LLP, 685 3rd Ave., 25th Floor, New York, NY 10017 and by email at [om@outtengolden.com](mailto:om@outtengolden.com) and [cmcnerney@outtengolden.com](mailto:cmcnerney@outtengolden.com).

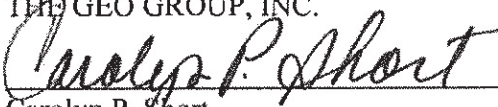
IN WITNESS WHEREOF, Plaintiffs and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 10-5-16

  
\_\_\_\_\_  
Adam T. Klein  
Ossai Miazad  
Lewis M. Steel  
Christopher M. McNerney  
OUTTEN & GOLDEN LLP  
685 3rd Ave., 25th Floor  
New York, New York 10017  
212.245.1000

ATTORNEYS FOR PLAINTIFFS AND THE  
PUTATIVE CLASS

Dated: 10-5-16

THE GEO GROUP, INC.  
  
\_\_\_\_\_  
Carolyn P. Short  
Shannon E. McClure  
REED SMITH LLP  
Three Logan Square  
1717 Arch Street, Suite 3100  
Philadelphia, Pennsylvania 19103  
215.851.8100

Michael O'Neil  
REED SMITH LLP  
10 S. Wacker Drive  
Chicago, Illinois 60606  
312.207.1000

Evan K. Farber  
REED SMITH LLP  
599 Lexington Avenue  
New York, New York 10022  
212.521.5400

ATTORNEYS FOR DEFENDANT

# **Exhibit A**

# CLAIM FORM

*KEELS ET AL. v. THE GEO GROUP, INC.*

**You are potentially eligible to participate in a court approved settlement. Please read this Claim Form carefully.**

**To be eligible for consideration to receive a payment from this settlement, you must submit a Claim Form via email, fax, or online at [website] to be received by the Settlement Administrator (or postmarked if mailed) no later than [60 days after Notice sent].**

[FirstName] [LastName]

[Address]

[City] [State] [Zip]

Records of the GEO Group, Inc. (“GEO”) indicate that you were the subject of a “Consumer Report” (also known as a “background check”) by GEO either as a job applicant or employee and then were denied employment at GEO.

More information is contained in the accompanying Notice and at [website]. Please read the notice carefully before completing this form.

**This Claim Form must be submitted online at [website] or by email, fax, or mail so that it is received by the Settlement Administrator (or postmarked, if mailed) no later than [60 days after Notice sent].** Each Claim Form will be checked for accuracy and recorded. Claim Forms deemed late will not be accepted. This Claim Form must be mailed or delivered to the Settlement Administrator at:

**[Settlement Administrator contact information]**

## **PART 1: WHO IS IN THE SETTLEMENT CLASS?**

You are **only** in the “Settlement Class” if you meet **one** of the following definitions:

1. You were a GEO employee and authorized a background check that resulted in a Consumer Report between October 30, 2010 and [date of prelim approval] and you were subsequently terminated;
2. You were a job applicant to GEO and you authorized a background check that resulted in a Consumer Report between October 30, 2010 and [date of preliminary approval]; and you were subsequently not hired.

You are **only** eligible to receive **payment** from this Settlement if you meet **one** of the above conditions **and you also submit** a claim form stating that, **to the best of your knowledge, information, and belief:**



1. GEO's decision either not to hire or to terminate you was made, at least in part, as a result of the Consumer Report; **AND**
2. You did not receive timely notice before the adverse employment decision that such action may be taken, as required by the Fair Credit Reporting Act; and

**GEO has the right to verify and/or challenge the accuracy of your statements in this form.**

**Part 2: YOUR CONTACT INFORMATION (please place any corrections in the space provided below each line of information)**

Claimant's Name: [auto-populate]

---

Mailing Address: [auto-populate]

---

City: [auto-populate] State/Country: [auto-populate] Zip Code: [auto-populate]

---

Last four digits of Social Security No. [auto-populate]

---

Telephones/Email Contact Information:

\_\_\_\_\_ (cell)

\_\_\_\_\_ (daytime)

\_\_\_\_\_ (evening)

\_\_\_\_\_ (email)

**Part 3: YOUR ESTIMATED SETTLEMENT SHARE**

GEO's record indicate they it ran a Consumer Report on you, which might entitle you to [insert \$100 or \$200] or a pro rata share of that amount depending on the total number of class members who submit valid claim forms.

**If you have reason to dispute the date GEO ran your Consumer Report, please explain below and provide any documentation along with this claim form to the Settlement Administrator.**

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**Part 4: SIGNATURE AND CONFIRMATION OF JOINING SETTLEMENT**

In order to submit a valid claim and receive your settlement payment, you must sign and confirm your consent to join this settlement. By executing your signature and date below, you declare, under penalty of perjury, that to the best of your knowledge

1. I authorized GEO to run a Consumer Report regarding me in connection with GEO’s hiring or employee retention process, and thereafter I was not hired or I was terminated, and that I believe in good faith that GEO’s adverse employment decision was related to information in my Consumer Report, and I did not receive timely notices under the Fair Credit Reporting Act.
2. I agree to provide additional information to Class Counsel or the Settlement Administrator if necessary to support my claim.
3. I have read the Notice and I understand that I am releasing any and all applicable federal and state claims arising from the allegations in the Complaint as to the FCRA and FCRA State Equivalent, as described in the Notice.
5. I believe in good faith that I am eligible and wish to receive my share of the proposed Settlement.

Dated: _____, 2016	Signature: _____
--------------------	------------------

**Part 5: QUESTIONS?**

If you have any questions, you should write or call the Settlement Administrator at the [contact information].

# **Exhibit B**

## COURT-AUTHORIZED NOTICE

United States District Court for the Eastern District of New York

### **If You Worked for or Applied to Work for GEO Group, Inc. and GEO Obtained a Consumer Report (Also Known as a “Background Check”) Regarding You and You Were Not Hired or Were Terminated, Based in Whole or in Part on the Information GEO Obtained, and You Did Not Receive Timely Notices as Required by the Fair Credit Reporting Act, From October 30, 2010 Through [insert date of Preliminary Approval], Then Your Rights Could Be Affected By A Proposed Class Action Settlement.**

If you take no action, you will be bound by the settlement. Your legal rights will be affected.

*A federal court authorized this notice. It is not from a lawyer. You are not being sued.*

- This is a proposed Settlement of a class action lawsuit alleging that The GEO Group, Inc. (“GEO”) violated Plaintiffs’ rights under the Fair Credit Reporting Act (“FCRA”) by using Consumer Reports in employment decisions without ensuring that each affected candidate or employee received timely and complete FCRA notices.
- The applicable time period is from October 30, 2010 until [insert date of preliminary approval].
- The Settlement would entitle each Class Member to a share of a \$900,000 Settlement Fund (after payment of administrative costs, an incentive award to the representative plaintiffs, and attorneys’ fees and costs). GEO has also agreed to injunctive relief to address the issues raised in this lawsuit.
- Visit the Settlement Website at [insert website] for additional details about the Settlement. You may also get additional information by calling 1-800 [insert phone #] or by writing to [insert address].

#### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Submit a Claim Form Before [insert date]</b>	You must submit a Claim Form to receive payment under the Settlement. <b>You must submit a Claim Form by [insert date] to receive money.</b>
<b>Do Nothing.</b>	You get <b>no</b> payment. You give up your right to sue Defendant on these claims.
<b>Exclude Yourself.</b>	If exclude yourself from the Settlement (opt-out), you will not be bound by the Settlement or judgment and will not be entitled to a cash payment. You will be free to pursue your claims against the Defendant. This is the only option that allows you to bring or be part of any other lawsuit against the Defendant in this case about the same legal claims that are advanced in this case. <b>You must exclude yourself from the Settlement by [insert date].</b>
<b>Comment (Including Objecting)</b>	If you do not exclude yourself, you may write to the Court about why you do not like the Settlement. You may also appear in Court to explain why you don't like the Settlement. You cannot both exclude yourself and object. If the Court rejects your objection, you will still be bound by the terms of the Settlement. <b>You must send a written objection to the Court postmarked no later than [insert date].</b>

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.
- The Court in charge of this case still must decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval of the Settlement and after any appeals are resolved. Please be patient.

### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
 Outten & Golden LLP  
 685 3rd Ave, 25th Floor  
 New York, NY 10017  
 (212) 245-1000  
[GEOFCRACase@outtengolden.com](mailto:GEOFCRACase@outtengolden.com)

## BASIC INFORMATION

### I. WHY DID I GET THIS NOTICE PACKAGE?

GEO's records show that you either applied for a job or were employed by GEO and GEO may have obtained a Consumer Report regarding you as part of the GEO hiring or employee retention process and you were not hired or were terminated, from October 30, 2010 to **[insert date of preliminary approval]**.

You were sent this notice because you have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any possible objections and appeals are resolved, an administrator appointed by the Court will make the monetary payments that the Settlement allows. You will be informed of the progress of the Settlement. You should understand that the process of Court approval may take a good deal of time.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of this case is the United States District Court for the Eastern District of New York, The Honorable Carol B. Amon presiding. The case is called *Keels et al. v. The GEO Group, Inc. et al.*, Case No. 1:15-cv-06261-CBA-SMG. The persons who sued are called the Plaintiffs, and the entity they sued is called the Defendant.

### II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim in this lawsuit that the Defendant violated Plaintiffs' rights under the Fair Credit Reporting Act ("FCRA") by using Consumer Reports in employment decisions without ensuring that each affected candidate or employee received timely and complete notices under the Fair Credit Reporting Act that information in a Consumer Report might cause Defendant to make an adverse employment decision. Defendant denies that it did anything wrong, and contends that even if it did do anything wrong, Plaintiffs and the Class Members are not entitled to any money as a result of the Consumer Reports that were obtained.

### III. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Class Representatives (in this case, Eric Keels and Sandra Inman), sue on behalf of all people who have similar claims. All of these people are a Class or Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### Questions?

Contact Ossai Miazad or Christopher M. McNerney  
Ottten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

#### IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs, risks and uncertainties associated with a trial, and the people affected will get compensation. The Class Representatives and Class Counsel think the Settlement is best for all Class Members and that the terms and conditions of the settlement are fair, reasonable, and adequate.

#### WHO IS IN THE SETTLEMENT

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

**You are only in the “Settlement Class” if you meet one of the following definitions:**

- 1. You were a GEO employee and authorized a background check that resulted in a Consumer Report between October 30, 2010 and [date of prelim approval] and you were subsequently terminated;**
- 2. You were a job applicant to GEO and you authorized a background check that resulted in a Consumer Report between October 30, 2010 and [insert date of preliminary approval]; and you were subsequently not hired.**

You are **only** eligible to receive **payment** from this Settlement if you submit a claim form stating that, **to the best of your knowledge, information, and belief:**

1. GEO’s decision either not to hire or to terminate you was made, at least in part, as a result of the Consumer Report; **AND**
2. You did not receive timely notice before the adverse employment decision that such action may be taken, as required by the Fair Credit Reporting Act.

GEO has the right to verify and/or challenge the accuracy of your statements in this form, including whether and when you applied to work for GEO, whether and when you received notices pursuant to the FCRA, and whether the decision not to hire you or terminate you was based in whole or in part on the information GEO obtained through a Consumer Report. If you have questions about these requirements, please review the Class Notice or contact the Claims Administrator.

#### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

**VI. DO I NEED TO PROVE THAT GEO OBTAINED A CONSUMER REPORT REGARDING ME AND I WAS NOT HIRED OR I WAS TERMINATED, AND WHAT DOES THAT MEAN?**

In filling out the Claim Form, you will affirm, under penalty of perjury, that you believe you authorized GEO to run a Consumer Report regarding you in connection with hiring or retention, you were not hired or you were terminated, you believe in good faith that GEO's adverse employment decision was related to information in your Consumer Report, and you did not receive timely notices under the Fair Credit Reporting Act

**VII. WHAT IF GEO OBTAINED MULTIPLE CONSUMER REPORTS REGARDING ME DURING THE CLASS PERIOD? CAN I OBTAIN MULTIPLE RECOVERIES?**

No. Individuals who were the subject of a Consumer Report obtained by GEO on more than one occasion during the class period can only recover one total payment not to exceed \$200.00.

**VIII. I AM STILL NOT SURE IF I AM INCLUDED.**

If you are still not sure if you are included, you can ask for help. You can call **[insert number]** and the Settlement Administrator or Class Counsel may help answer your questions, at the phone number or address listed below. For more information, you can also visit the website, **[insert website]**, or you can just fill out the Claim Form and return it to the Settlement Administrator to see if you qualify.

**THE SETTLEMENT BENEFITS: ESSENTIAL TERMS**

**IX. WHAT DOES THE SETTLEMENT PROVIDE?**

Defendant has agreed to pay a maximum of \$900,000.00 (Nine Hundred Thousand Dollars) to resolve this Litigation. The money will be used to: 1) compensate Eligible Settlement Class Members pursuant to the compensation terms set forth in Section III.C of the Settlement Agreement; 2) pay for notifying Class Members and administering the Settlement; 3) pay incentive awards of \$5,000.00 each to the named Plaintiffs Eric Keels and Sandra Inman; and 4) pay Class Counsel's attorneys' fees and expenses.

Defendant also has agreed to injunctive relief to: (1) ensure all applicable employees abide by its Background Check Policy; (2) revise its policies and procedures manuals to include a copy of its background check policy, and (3) ensure that current and new human resources employees are trained regarding its Background Check Policy.

**Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com



A complete description of the Settlement, including injunctive relief, is provided in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting **[insert website]** or by calling **[insert 1-800 phone number]**.

## **X. WHAT CAN I GET FROM THE SETTLEMENT?**

Members of the Settlement Class may qualify to receive payments of up to \$200.00 each if GEO obtained a Consumer Report regarding them and they were not hired or were terminated between October 30, 2013 and **[insert date of preliminary approval]**, or up to \$100.00 each if GEO obtained a Consumer Report regarding them between October 30, 2010 and October 29, 2013. The exact amount will depend on how many claims are received by the Claims Administrator during the claims period, and are subject to change based on the number of claims received.

### **HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM**

## **XI. HOW CAN I GET A PAYMENT?**

To qualify for a payment, you **MUST** send in a Claim Form. A Claim Form is attached to this Notice. You can also get a claim form on the Internet at **[insert website]**. Read the instructions carefully, fill out the form, and sign it. You can submit a claim form via email, fax or online at **[insert website]**. To be eligible for consideration to receive a payment from this settlement, your Claim Form **MUST** be received by the Settlement Administrator (or postmarked if mailed) no later than **[60 days after Notice sent]**.

## **XII. WHEN WOULD I GET MY PAYMENT?**

The Court will hold a hearing on **[insert date]** to decide whether to approve the Settlement. If Judge Amon approves the Settlement, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

## **XIII. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?**

Unless you exclude yourself, you will remain in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against the Defendant, their employees, or associated elected officials about the legal issues in *this* case (*i.e.*, alleged Fair Credit Reporting Act ("FCRA") violations). It also means that all the Court's orders will apply to you and legally bind you. If you stay in the Class, you will agree to release all FCRA and FCRA State Equivalent claims that you have relating to GEO.

### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Ottten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to preserve these rights. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

### XIV. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the Settlement, also called Opting-Out, you must send a letter by mail saying that you want to be excluded from *Keels et al. v. The GEO Group, Inc.* Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request so that it is postmarked no later than **[insert date]** to **[insert address]**.

You can't exclude yourself on the phone or by email. 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.

### XV. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE GEO GROUP FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this Settlement involves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* class action to continue your own lawsuit. Remember, you must mail your exclusion request so that it is postmarked no later than **[insert date]** to **[insert address]**.

### XVI. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself, do not send in a Claim Form to ask for money. But, you may sue, continue to sue, or be part of a different lawsuit against the Defendant.

## THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

### XVII. DO I HAVE A LAWYER IN THIS CASE?

The Court decided that the lawyers at Outten & Golden LLP are qualified to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. More information about Outten & Golden LLP, their practice, and their lawyers' experience is available at [www.outtengolden.com](http://www.outtengolden.com). If you want to be represented by your own lawyer, you may hire one at your own expense.

#### Questions?

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
[GEOFCRACase@outtengolden.com](mailto:GEOFCRACase@outtengolden.com)

## **XVIII. HOW WILL THE LAWYERS AND THE CLASS REPRESENTATIVES BE PAID?**

Class Counsel will ask the Court to approve payment of up to one-third of the settlement fund (\$300,000.00) for their attorneys' fees. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for their out of pocket costs and a payment of \$5,000.00 (Five Thousand Dollars) each for Class Representatives Eric Keels and Sandra Inman. The Court may award less than these requested amounts to Class Counsel and the Class Representatives.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

## **XIX. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons for 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 *Keels et al. v. The GEO Group, Inc. et al.*, Case No. 1:15-cv-06261-CBA-SMG. Be sure to include your name, address, telephone number, your signature, and the reasons why you object to this Settlement and the case number. Mail the objection to these three different places postmarked no later than **[insert date]**.

## **SETTLEMENT ADMINISTRATOR**

**[insert contact information]**

### **CLASS COUNSEL**

Ossai Miazad  
Christopher M. McNerney  
OUTTEN & GOLDEN  
685 3rd Ave, 25th Floor  
New York, New York 10017  
212.245.1000

### **DEFENSE COUNSEL**

Carolyn P. Short  
REED SMITH LLP  
Three Logan Square  
1717 Arch Street, Suite 3100  
Philadelphia, Pennsylvania 19103  
215.851.8100

### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

## **XX. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you **stay in** the Class. Excluding yourself is telling the Court that you do not want to be a part of the Class – you want to **get out**. If you exclude yourself, you have no basis to object because the settlement 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 do not have to do so.

## **XXI. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

On **[insert date]** the U.S. District Court for the Eastern District of New York will hold a fairness hearing at 225 Cadman Plaza East, Brooklyn, New York 11201, in Courtroom 10D to determine whether the Class was properly certified and whether the proposed Settlement is fair, adequate, and reasonable. 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. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision.

## **XXII. DO I HAVE TO COME TO THE HEARING?**

No, Class Counsel will represent you at the hearing. But you are welcome to come at your own expense. If you send an objection, you do not 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 is not necessary.

## **XXIII. MAY I SPEAK AT THE HEARING?**

If you file a timely objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include the words “I intend to appear at the Fairness Hearing” in your written objection, which must be filed according to the procedure described in Paragraph XXIII, above. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you exclude yourself from the settlement.

### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Ottten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

## **IF YOU DO NOTHING**

### **XIV. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will get no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again. Unless you exclude yourself, you need to file a claim in order to receive a monetary payment under the Settlement.

## **GETTING MORE INFORMATION**

### **XXV. HOW DO I GET MORE INFORMATION?**

You can get more information about the settlement or obtain a copy of the settlement agreement by calling [insert number], write to the Settlement Administrator at [Claims Administrator] [insert address], or visit the website at [insert website].

### **Questions?**

Contact Ossai Miazad or Christopher M. McNerney  
Outten & Golden LLP  
685 3rd Ave, 25th Floor  
New York, NY 10017  
(212) 245-1000  
GEOFCRACase@outtengolden.com

# **Exhibit C**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**ERIC KEELS and SANDRA INMAN,  
individually and on behalf of all others  
similarly situated,**

**Plaintiffs,**

**v.**

**THE GEO GROUP, INC. and ACCURATE  
BACKGROUND, INC.,**

**Defendants.**

**No. 1:15-cv-06261-CBA-SMG**

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT**

WHEREAS, the Plaintiffs and Defendant have entered into a Settlement Agreement intended to resolve the litigation pending in this Court; and

WHEREAS, the Settlement Agreement, together with supporting materials, sets forth the terms and conditions for a proposed Settlement and dismissal with prejudice of these actions against the Defendant; and

WHEREAS, the Court has before it the Parties' Motion for Preliminary Approval of Settlement and Memorandum in Support of Motion for Preliminary Approval of Settlement, together with the Settlement Agreement and supporting materials; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant.

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement and this Order.
2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that said Settlement is sufficiently within the range of reasonableness and that notice of the proposed Settlement should be given as provided in this Order.
3. Pursuant to Fed. R. Civ. P. 23 the Court conditionally certifies the following Settlement Class and subclasses:

Settlement Class:

All persons for whom GEO obtained a Consumer Report as part of the GEO hiring or employee retention process, and either were not hired or were terminated, between October 30, 2010, through the date of this Preliminary Approval Order.

4. The Court further conditionally finds that Plaintiffs Eric Keels and Sandra Inman are adequate Class Representatives for the Settlement Class.
5. The Court further finds that Plaintiffs' Counsel are adequate Class Counsel.
6. The Court approves the Class Notice of Settlement and Claim Form submitted by the parties. The Court also approves the Notice Program as set forth in Section IV of the Settlement Agreement.
7. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the conditional certification of the Settlement Class shall be void, the Defendant shall have reserved all its rights to oppose any and all class certification motions, to contest the adequacy of Plaintiffs as representative of any putative class, and to contest the adequacy of Class Counsel as adequate Class Counsel. Additionally, Plaintiffs reserve all of their rights, including the right to continue with the litigation pending at the time of the Settlement should the Settlement Agreement not be consummated.

Notice to Settlement Class and Appointment of Settlement Administrator

8. Counsel for the Class ("Class Counsel") are as follows:

Ossai Miazad  
Christopher M. McNerney  
OUTTEN & GOLDEN LLP  
685 Third Avenue, 25th Floor  
New York, New York 10017

9. Beginning no later than twenty (20) days from the date of this Order Preliminarily Approving Settlement, the Settlement Administrator shall cause to be disseminated the notices, substantially in the form as submitted by the Parties, in the manner set forth in Section IV of the Settlement Agreement. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class Members will have forty-five (45) days from the Notice Date to opt out or to object, and sixty (60) days from the Notice Date to file claims. Prior to the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.
10. The Class Notice to be provided as set forth in the Settlement Agreement as filed with the Court is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of New York and all other



applicable laws. The Notice is accurate, objective, informative, and provides Class members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

11. Class Counsel are authorized to retain KCC LLC in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

12. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written Request for Exclusion to the Settlement Administrator, so that it is received by the Settlement Administrator at the address indicated in the Notice on or before the close of the opt out period. The Request for Exclusion shall fully comply with the requirements set forth in the Settlement Agreement.

13. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the Settlement Agreement, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Settlement Fund pursuant to the Settlement Agreement.

The Final Approval Hearing

14. A hearing on the Settlement is hereby scheduled to be held before this Court on [DATE sometime more than one (100) hundred days after this Order] to consider the fairness, the reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of this class action with respect to the Released Parties that are Defendant herein, and the entry of final judgment in this class action. Class Counsel’s application for award of attorney’s fees and costs shall be heard at the time of the hearing.

15. The date and time of the hearing shall be set forth in the Notice, but the hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class other than that which may be posted by the Court. Class Counsel will advise members of the Settlement Class of any scheduling issues by way of the Settlement Website.

16. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

17. Any person who does not elect to be excluded from the Settlement Class may, but need not, object to the proposed Settlement by serving a written objection.

18. Any Class Member making the objection (an “objector”) must sign the objection personally. An objection must state why the objector objects to the proposed Settlement and provide the basis to support such position. If an objector intends to appear personally at the hearing, the objector must include with the objection a notice of the objector’s intent to appear at the hearing.

19. Objections, along with any notices of intent to appear, must be filed no later than forty-five (45) days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. These documents must be filed with the Claims Administrator

20. Objections, along with any notices of intent to appear, must also be mailed to Class Counsel and counsel for Defendant at the address listed below:

**CLASS COUNSEL:**

Ossai Miazad  
Christopher M. McNerney  
OUTTEN & GOLDEN LLP  
685 Third Avenue, 25th Floor  
New York, New York 10017  
212.245.1000

**DEFENSE COUNSEL:**

Carolyn P. Short  
Reed Smith LLP  
Three Logan Square  
1717 Arch Street, Suite 3100  
Philadelphia, Pennsylvania 19103  
215.851.8100

21. Only Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member who does not timely file and serve an objection in writing to the Settlement, in accordance with the procedure set forth in the Class Notice and mandated in this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

22. Persons wishing to be heard at the hearing are required to file written objections and indicate in their written objections their intention to appear at the hearing. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

23. All members of the Settlement Class who do not personally and timely request to be excluded from the Class will be enjoined from proceeding against the Defendant for the claims made in the Complaint.

Other Provisions

24. Upon approval of the Settlement provided for in this Settlement Agreement, each and every time period and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

25. All reasonable costs incurred in notifying members of the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_  
The Honorable Carol B. Amon  
United States District Judge