

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ERICK LITTLE, <i>et al.</i>)	
)	
Plaintiffs)	
)	
v.)	Case No. 1:14-cv-01289-RMC
)	
WASHINGTON METROPOLITAN AREA)	
TRANSIT AUTHORITY, <i>et al.</i>)	
)	
Defendants)	

CLASS LAWSUIT SETTLEMENT AGREEMENT

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CLASS LAWSUIT SETTLEMENT AGREEMENT

THIS CLASS LAWSUIT SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into as of the 22nd day of November, 2017, by and among the Washington Metropolitan Area Transit Authority (“WMATA”) and Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie (collectively, “Class Representatives”), on behalf of themselves and the classes of which they are class representatives, Sidney Davis (“Davis”), and D.W., a minor child, and Joyce Short, D.W.’s next friend (collectively, “Short”).

WITNESSETH:

WHEREAS:

(1) Class Representatives, Davis, and Short sued WMATA and others in the United States District Court for the District of Columbia, Case No. 1:14-cv-01289-RMC styled “*Erick Little, et al., individually and on behalf of themselves and all others similarly situated, Sidney Davis, D.W., a minor child, and Joyce Short, next friend of D.W. v. Washington Metropolitan Area Transportation Authority, et al.*,”

(2) The Lawsuit (defined below) asserts claims against WMATA, Executive Personnel Services, Inc., Diamond Transportation Services, Inc., and First Transit, Inc. arising out of the application of the Background Screening Policy (defined below) adopted by WMATA in 2011, supplemented in 2013 with respect to employees of MetroAccess contractors, and amended in 2015. Class Representatives asserted these claims individually and as representatives of certain classes of persons who were terminated, suspended, or denied employment as a result of the application of the Background Screening Policy;

(3) WMATA makes no admissions of liability of any kind whatsoever in the Lawsuit and expressly denies any wrongdoing or liability to the Class Representatives, the Class, Davis, and Short. Throughout this litigation and prior to that time, WMATA has asserted and continues to assert that the Background Screening Policy was adopted for non-discriminatory reasons, was not discriminatory in its

application, and was job related and a business necessity to (i) protect the safety of employees, the public, and transit system users and (ii) ensure public trust in WMATA's transit system;

(4) On March 31, 2017, the Court entered an order certifying three subclasses covering African-American applicants to WMATA and applicants and employees of WMATA subcontractors who were denied employment, terminated, or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment as a result of Appendices A or C (since February 23, 2012) or Appendix F (since January 1, 2013) of the Background Screening Policy;

(5) Subsequent to the filing of the Lawsuit, on July 1, 2017, WMATA adopted the 2017 Policy (defined below), which includes an individualized assessment procedure. The 2017 Policy became effective for WMATA employees and candidates for employment on July 10, 2017;

(6) WMATA is using reasonable efforts pursuant to its normal business practices to notify WMATA's third party contractors and subcontractors whose employees require badges to access WMATA property and assets and its MetroAccess contractors (i) that WMATA adopted the 2017 Policy, and (ii) that under the 2017 Policy, WMATA conducts individualized assessments of certain applicants who do not pass an initial screening. A copy of a current version of such notice has been provided to Class Counsel;

(7) Without any admission by any of the parties to the Lawsuit (or the parties to be released) as to fault, liability, or wrongdoing (and in the case of WMATA, in order to avoid the burden and expense of further litigation), and to settle and resolve bona fide disputes regarding liability, injunctive, and other equitable relief, and whether any amounts are due and owing anyone in the Settlement Class, the parties to this Settlement Agreement desire and believe it is in their respective best interests to forever resolve and compromise all of the claims asserted or which could have been asserted in the Lawsuit, upon and subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the above recitals, and the promises and agreements set forth below, the parties agree as follows:

1. **Definitions.** The following definitions apply to this Settlement Agreement and its exhibits except where otherwise indicated in an Exhibit:

(a) **“Administration Activities”** shall have the meaning described in Section 6 of this Settlement Agreement.

(b) **“Appendix A Class”** means the class certified by the Court in its March 31, 2017 Order consisting of “All African-American persons who, since February 23, 2012, have been denied employment with WMATA or terminated or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with any third party contractor or subcontractor as a result of Appendix A” of the Background Screening Policy, which is a Rule 23(b)(2) class. Erick Little and Gerald Tucker are the class representatives for the Appendix A Class.

(c) **“Appendix C Class”** means the class certified by the Court in its March 31, 2017 Order consisting of “All African-American persons who, since February 23, 2012 have been denied employment with WMATA or terminated or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with any third party contractor or subcontractor as a result of Appendix C” of the Background Screening Policy, which is a Rule 23(b)(2) class. Marcello Virgil, Timothy McClough, and Fitzgerald Stoney are the class representatives for the Appendix C Class.

(d) **“Appendix F Class”** means the class certified by the Court in its March 31, 2017 Order consisting of “All African-American persons who, since January 1, 2013, have been denied employment with WMATA or terminated or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with any third party contractor or subcontractor as a result of Appendix F” of the Background Screening Policy,” which is a Rule 23(b)(2) class. Louia McKenzie, Leon McKenzie, and Leroy Quarles are class representatives for the Appendix F Class.

(e) **“Approved Legal Fees”** shall mean that portion of the Requested Legal Fees approved by the Court in the Final Order.

(f) **"Background Screening Policy"** means WMATA Policy/Instruction 7.2.3 approved on December 22, 2011, amended in 2013 to include Appendix F, and further amended on October 15, 2015 as Policy/Instruction 7.2.3/1, but excluding Appendix B of that policy.

(g) **"Bankruptcy Class Member"** shall have the meaning defined in Section 7 of this Settlement Agreement.

(h) **"Claims Administrator"** shall mean a neutral, independent, third party claims administrator (and any substitute or successor claims administrator) designated by Class Counsel to serve as the claims administrator for purposes of this Settlement Agreement. The Claims Administrator shall be an independent and neutral third party with experience in handling class claims administration that has no affiliation or other business relationship with Class Counsel (except to the extent the Claims Administrator may have served as a claims administrator in other class actions in which one or more of Class Counsel was involved). Settlement Services, Inc. will serve as Claims Administrator and charge an estimated fee of Twenty-Eight Thousand Five Hundred Dollars (\$28,500) for its services.

(i) **"Civil Damages Class"** means a class consisting of the civil damage claims asserted in this case of individuals who fall within the scope of the Appendix A Class, the Appendix C Class, or the Appendix F Class, and who claim to have suffered economic loss as a result of the application of the Background Screening Policy. This class will be conditionally certified as a Rule 23(b)(3) class by the Court as part of this Settlement Agreement for the purpose of awarding damages to such individuals. The Civil Damages Class shall not include the civil damage claims asserted in this Lawsuit of individuals who timely elect to have their individual civil damage claims excluded from the Civil Damages Class. If this Settlement Agreement is not approved, the Civil Damages Class shall not be certified as a Rule 23(b)(3) class and the parties to the Lawsuit will be restored to the positions and statuses in effect as of September 12, 2017; such a determination will not impact the March 31, 2017 certification of the Appendix A Class, the Appendix C Class, and the Appendix F Class, and WMATA will not be deemed to have finally consented to

certification of any class and will retain all rights to object to or move for de-certification of the Appendix A Class, the Appendix C Class, and the Appendix F Class.

(j) **"Class Claims Fund"** means the portion of the Class Settlement Fund available for distribution to members of the Civil Damages Class eligible for a payment per the terms of this Settlement Agreement after deduction for (i) the Claims Administration Fee, (ii) the attorneys' fees and costs of Class Counsel approved by the Court in this Lawsuit, (iii) the service payments for the Class Representatives, Davis, and Short approved by the Court, and (iv) the other deductions specified in Section 6 of this Settlement Agreement. The Class Claims Fund is the only amount available to the Settlement Class, Davis, and Short.

(k) **"Claims Administration Fee"** means the claim approved by the Court for all costs and expenses associated with claims administration, including but not limited to the costs of the Claims Administrator, website development, maintenance and administration, reporting, and mailing of checks, which shall be in full satisfaction of all such costs and expenses. Counsel will submit a request to the Court for approval of such a fee as part of the motion to approve settlement. The fee request will be reasonable and is estimated to be Twenty-Eight Thousand Five Hundred Dollars (\$28,500) in total.

(l) **"Class Counsel"** means the law firms designated as Class Counsel in the Court's March 31, 2017 Order in this Lawsuit: Arnold & Porter Kaye Scholer, LLP, the NAACP Legal Defense & Educational Fund, Inc., and the Washington Lawyers' Committee for Civil Rights and Urban Affairs.

(m) **"Class Settlement Fund"** means the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000) to be paid by WMATA per the terms of this Settlement Agreement and from which the Claims Administrator will pay: (i) the Claims Administration Fee, (ii) the attorneys' fees and costs of Class Counsel approved by the Court in this Lawsuit, (iii) the service payment awards for the Class Representatives, Davis, and Short approved by the Court, (iv) the Class Claims Fund and any payment to an agreed charity specified in Section 7 below, and (v) the other deductions specified in Section 6 of this Settlement

Agreement. This amount does not include the payment of reasonable Notice described in Section 5(b) of this Settlement Agreement.

(n) **"Court"** means the United States District Court for the District of Columbia.

(o) **"Effective Date"** means the date when the order finally approving the Settlement Agreement becomes a "Final Order."

(p) **"Fairness Hearing"** means the hearing to be held by the Court to decide whether to give final approval to the Settlement Agreement, whether to approve the service payments to Class Representatives and others identified herein, the award of attorneys' fees and costs to Class Counsel, and the Claims Administration Fee, and to deal with such other matters as may properly be before the Court at that time.

(q) **"Final Order"** or **"Final Judgment"** means the termination of the Lawsuit after the occurrence of both of the following events:

(i) This Settlement Agreement is approved in all respects by the Court without material modification (except if there is a material modification by the Court, then any material modification expressly agreed to by WMATA and Class Counsel); and

(ii) An order and final judgment of dismissal with prejudice is entered by the Court against the Class Representatives, Short, Davis, and the Settlement Class, and the time for the filing of all appeals has expired, or, if there are appeals, approval of the Settlement Agreement and judgment has been affirmed in all respects by the appellate courts and no more appeals (or discretionary appeals) are possible and/or the time to appeal has expired.

(r) **"Lawsuit"** means the lawsuit styled *"Erick Little, et al., individually and on behalf of themselves and all others similarly situated, Sidney Davis, D.W., a minor child, and Joyce Short, next friend of D.W. v. Washington Metropolitan Area Transportation Authority, et al."*, filed in the United States District

Court for the District of Columbia, Case No. 1:14-cv-01289-RMC, including all cases consolidated with that lawsuit per orders of the Court.

(s) **"Requested Legal Fees"** shall have the meaning assigned to such term in Section 4 of this Settlement Agreement.

(t) **"Settlement Class"** means a class consisting of the individuals who fall within the scope of the Appendix A Class, the Appendix C Class, or the Appendix F Class, and the members of the Civil Damages Class.

(u) **"Settling Parties"** means WMATA, Class Representatives, the Appendix A Class, the Appendix C Class, the Appendix F Class, Davis, Short, and the Settlement Class.

(v) **"Third Amended Complaint"** means the Third Amended Complaint filed in the Lawsuit.

(w) **"WMATA"** means Defendant Washington Metropolitan Area Transit Authority, and all of its predecessors in interest.

(x) **"WMATA Parties"** shall mean: (i) WMATA, its present and former direct and indirect affiliates, and its employee benefit plans and trusts, (ii) any contractor or subcontractor of WMATA who employed anyone in the Settlement Class, or considered a member of the Settlement Class for employment (with respect to claims by those individual members of the Settlement Class only), including but not limited to Diamond Transportation Services, Inc., First Transit, Inc., and Executive Personnel Services, Inc., and their respective shareholders, subsidiaries, employee benefit plans and trusts, and affiliates, (iii) the respective present and former officers, directors, employees, attorneys, agents, administrators, fiduciaries, partners, owners, and shareholders of each of the entities identified in (i) or (ii) above, and (iv) the heirs, insurers, reinsurers, personal representatives, successors and assigns of each person or entity described above in (i), (ii), or (iii) above.

(y) **"2017 Policy"** means WMATA's published 2017 background screening policy (Policy/Instruction 7.2.3/2) adopted on July 1, 2017.

2. **Benefit of Settlement to the Parties.** The Settling Parties have concluded, under the pertinent facts and law and after arms' length negotiations in two lengthy mediation sessions using a third party neutral, that it is in their best interests to enter into this Settlement Agreement to resolve bona fide disputes between the parties concerning liability and the availability of equitable relief and damages. By doing so, they avoid the uncertainties of litigation, including but not limited to the issues presented by proceeding with class-wide litigation, establishing any damages for each member of the Class individually, and litigating disputed issues of federal law and disputed legal and factual issues relating to whether the neutral Background Screening Policy has a statistically significant disparate impact on the Class that is not justified by a business necessity. The adoption of the 2017 Policy and the agreements set forth in this Settlement Agreement further eliminate the necessity for proceeding with injunctive relief for the Rule 23(b)(2) classes certified by the Court. The terms of this Settlement Agreement thus provide a benefit to the Class Representatives and the Settlement Class. The Parties consider this Settlement Agreement to be fair, reasonable, and adequate.

This Settlement Agreement applies to all classes now or hereafter certified by the Court. The Settlement Agreement is structured and will be implemented in such a manner to ensure that Davis, Short, and the members of the Settlement Class will dismiss the Lawsuit with prejudice and in a legally effective manner to fully release, waive, and agree not to sue on any and all claims, lawsuits, demands, liabilities, and causes of action that such individuals may have or hold against any of the WMATA Parties, as described in Section 11 of this Settlement Agreement. The Settling Parties will take such actions as may be necessary to carry out this intention.

3. **No Admission of Liability.** The WMATA Parties do not admit that they are liable to the Class Representatives, Davis, Short, the Appendix A Class, the Appendix C Class, the Appendix F Class, the Settlement Class, or anyone else, deny that they have violated any law, and expressly deny all such alleged violations and liability. The WMATA Parties maintain that the Background Screening Policy was

adopted for non-discriminatory reasons, is not discriminatory in its application, and is job related and a business necessity to: (a) protect the safety of employees, the public, and transit system users, and (b) ensure public trust in WMATA's transit system. WMATA's sole purpose for entering into this Settlement Agreement is to avoid the burden and expense of further litigation. This Settlement Agreement shall not be construed as an admission of any liability, wrongdoing, or responsibility by the WMATA Parties and no part of this Settlement Agreement may be admitted into evidence in any lawsuit, except to enforce this Settlement Agreement or to cease or enjoin other litigation.

4. **Class Counsel Fees and Other Payments.**

(a) **Class Counsel Fees.** Class Counsel will seek Court approval for attorneys' fees and reimbursement of expenses (including court costs, expert fees, and expenses associated with litigation) of One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000) ("Requested Legal Fees"), representing approximately 25% of the total Class Settlement Fund. Class Counsel agrees not to seek or accept fees and expenses exceeding this amount for services rendered and costs incurred prior to, or after, the date of this Settlement Agreement, including in connection with consummation of the Settlement, Court approval of the Settlement, claims administration, and issues pertaining to the Settlement Agreement or its administration. WMATA has no objection to the reasonableness of the fees and expenses listed in this Section 4 and will not oppose Class Counsel's request for approval of fees and expenses as set forth in this paragraph. Subject to Court approval, the Requested Legal Fees (or such lesser amount as may be approved by the Court) (the "Approved Legal Fees") shall be paid by the Claims Administrator to Class Counsel from the Class Settlement Fund within thirty (30) business days of the Effective Date.

(b) **Class Representative Payments.** Class Counsel will apply for a service payment award for each of the Class Representatives in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each, with such payments to be made from the Class Settlement Fund. Such payments shall be in addition to any amounts otherwise due any such Class Representative with respect to a Class Representative's

individual claim. Such payments are reasonable compensation for the time, assistance, and effort of the Class Representatives in acting as class representatives, including answering discovery, working with Class Counsel, and being deposed. A Class Representative must first provide a completed W-9 form to receive such payment, or such lesser amount as approved by the Court. WMATA will not oppose the request for the Class Representative service payment awards set forth in this paragraph.

(c) **Additional Service Payments.** Class Counsel will apply for a service payment award for Sidney Davis in the amount of Five Thousand Dollars (\$5,000), and a service payment award for Short (as next friend of the beneficiary of Lawrence Whitted, deceased) of Five Thousand Dollars (\$5,000) (each, a "Service Fee"), with such payment to be made from the Class Settlement Fund and be in addition to any amounts otherwise due Davis (if any) and Short (if any) with respect to their individual claims. This amount is reasonable compensation for the time, assistance, and effort Davis and Lawrence Whitted provided to the Settlement Class and Class Counsel, including answering discovery, working with Class Counsel, and/or being deposed. Davis and Short respectively must first provide a completed W-9 form to receive such payment, or such lesser amount as approved by the Court. WMATA will not oppose an application for these Service Fees.

(d) **Claims Administration Payments.** Class Counsel shall, on behalf of the Claims Administrator, apply for payment of all costs, services, and expenses associated with claims administration, including but not limited to the costs of the Claims Administrator, website development, maintenance and administration, reporting, and mailing of checks (which payment shall be in full satisfaction of all such costs and expenses), with such payment to be made from the Class Settlement Fund. It is presently estimated that the amount of such requested payment will be approximately Twenty-Eight Thousand Five Hundred Dollars (\$28,500), representing all costs, services, and expenses associated with claims administration, including but not limited to the costs of the Claims Administrator, website development, maintenance and administration, reporting, and mailing of checks. In the event Class Counsel advances the Claims

Administrator's expenses, the Claims Administration Fee payment will be made directly to Class Counsel as reimbursement for such expenses.

(e) **Class Notice Cost.** As discussed in Section 5(b), WMATA will pay the reasonable costs of mailing the class notice to the class.

(f) **No Other Fees, Payments, Or Expenses.** The Class Settlement Fund (from which the Class Counsel Fees, the Class Representative service payment awards, the Service Fees, and the Claims Administration Fee will be deducted) represent all of the fees, expenses, and class representative and other compensation that will be paid in connection with the Settlement to any member of the Settlement Class or their counsel irrespective of the counsel making the application. No other attorneys are representing the Class, Class Representatives, Davis, or Short (other than Class Counsel) with regard to the claims asserted in the Lawsuit or are entitled to any fees or costs, including but not limited to any attorneys' fees, expert fees, litigation-related expenses, or costs. The WMATA Parties shall not be liable for any other class representative service payments or fees, additional service payments or fees, attorneys' fees, costs and expenses, other fees, or any claim by any counsel, or member of the Settlement Class, for additional fees or expenses, relating to the allegations forming the basis of the Lawsuit, this Settlement Agreement, Court approval of the same, or claims administration or services hereinafter rendered to or for the benefit of the Settlement Class, the Appendix A Class, the Appendix C Class, or the Appendix F Class.

5. **WMATA's Settlement Obligations.**

(a) For a period of one (1) year from the date the Court first issues the order approving this Settlement Agreement, WMATA will not make any material change to the 2017 Policy, including no discontinuation of the exclusions in Appendix A, Section 9 of the 2017 Policy, no discontinuation or material modification of the individualized assessment procedure or curtailing of the candidate's rights in Appendix C of the 2017 Policy, and no additions of offenses or lengthening the time periods resulting in automatic disqualification beyond the offenses listed in Appendix A, Section 4 of the 2017 Policy. WMATA represents

there has been no material change made to the 2017 Policy prior to the date of this Settlement Agreement since the 2017 Policy was initially adopted. It is understood and agreed that WMATA's obligation under this paragraph runs from the date the District Court first issues the order approving the Settlement Agreement, and not from the Effective Date, regardless of when the Effective Date may occur.

(b) WMATA will bear and pay the reasonable cost of reasonable mailing notice to the Civil Damages Class as described below (which will be provided using available forwardable mail rates selected by WMATA and pre-sorted lists). WMATA will inform the Claims Administrator as to the manner and means by which the notice is to be mailed. Class Counsel will be responsible for identifying, by name and address, in Excel format and a merge list, to whom the notice is to be mailed, in accordance with this Settlement Agreement. These mailing costs will not be charged against the Class Settlement Fund. Notice of the Settlement Agreement and conditional certification of the Rule 23(b)(3) class contemplated by this Settlement Agreement shall be sent to Gerald Tucker, Davis, Short, and those individuals, determined by Class Counsel from records provided by third party First Choice Background Screening, Inc. ("First Choice"), who: (i) failed a criminal background screening under the Background Screening Policy since February 23, 2012; (ii) were denied employment, terminated, or otherwise permanently separated from their position, suspended from employment with or without pay, and/or denied employment with WMATA or a contractor or subcontractor of WMATA as a result of the Background Screening Policy; and (iii) either were identified in the First Choice records as African American or had not been identified in the First Choice records as having a particular race. The parties agree that this is the best practicable notice possible.

(c) Within twenty (20) business days after the Effective Date, WMATA shall make an all-in payment to the Claims Administrator of the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000), which will constitute the Class Settlement Fund, and which sum will be distributed by the Claims Administrator in accordance with the terms of this Settlement Agreement and any subsequent Court

order concerning the same. Class Counsel have provided to WMATA concurrently herewith a Form W-9 for each set of Class Counsel.

6. Payments From, and Administration of, the Class Settlement Fund.

(a) The Claims Administrator, in conjunction with Class Counsel, shall be solely and exclusively responsible for administering the Class Settlement Fund, paying out the Class Settlement Fund per the terms of this Settlement Agreement and the applicable Court orders concerning the same, determining what members of the Civil Damages Class are eligible for a payment from the Class Claims Fund, and determining the amount to be paid to such eligible individuals (“Administration Activities”); and the WMATA Parties shall have no responsibilities or liabilities with respect to Administration Activities or anything related to claims administration. The Class Settlement Fund shall be administered by the Claims Administrator in conjunction with Class Counsel, from which settlement funds will be distributed out of the Class Claims Fund to eligible members of the Civil Damages Class as provided in this Settlement Agreement, and further described in the proposed Order attached hereto as Exhibit 1-B. To be eligible for a distribution from the Class Claims Fund, an individual must (i) timely submit a fully completed long form or short form claim form in the form attached hereto as Exhibits 3-A and 3-B, and a fully completed Form W-9, and (ii) qualify as a member of the Civil Damages Class (i.e., an African American who failed a criminal background screening under the Background Screening Policy since February 23, 2012 and was denied employment, terminated, or otherwise permanently separated from employment, or suspended with or without pay by WMATA or any third party contractor or subcontractor of WMATA as a result of the Background Screening Policy).

(b) The Claims Administrator, and not WMATA or any of the WMATA Parties, is solely and exclusively responsible for the costs and expenses of claims administration; and all such costs and expenses shall be paid out of the Class Settlement Fund before distribution of any payment to a Civil Damages Class member.

(c) Within thirty (30) business days of the Effective Date, the Claims Administrator shall (i) pay the Approved Legal Fees to Class Counsel, (ii) pay to each Class Representative the service payment award amount approved by the Court, and (iii) pay to Davis and Short the Service Fee (or portion thereof) approved by the Court for services and assistance provided to the Settlement Class.

(d) Before any distributions to eligible members of the Civil Damages Class, the Claims Administrator shall be entitled to receive payment from the Class Settlement Fund for the Claims Administration Fee. No other fees or expenses shall be paid to the Claims Administrator. In the event Class Counsel advances the Claims Administrator's expenses, the Claims Administration Fee will be made directly to Class Counsel as reimbursement for such expenses.

7. Distribution of, and Terms Applicable to, Class Claims Fund Payments.

(a) The Claims Administrator shall distribute and pay the Class Claims Fund among eligible members of the Civil Damages Class according to the following formula:

(i) Long form payment: Any member of the Civil Damages Class may apply for a payment by submitting the claim form attached hereto as Exhibit 3-A, along with the required documentation, and a Form W-9 ("Long Form Claimant"). The form at Exhibit 3-A requires the Long Form Claimant to confirm they are a member of the Civil Damages Class (i.e., they are African American, failed the Background Screening Check, and experienced an adverse employment action as a result of the application of the Background Screening Policy) and submit information about the timing and circumstances of their alleged adverse employment event (date of termination or offer revocation, position at issue, and salary at issue) as well as any evidence of mitigating earnings (which will be supported by tax forms, W-2 statements, or sworn declarations). Long Form Claimants will be eligible to receive the difference between what they could have earned and what they did earn, for a period up to two (2) years, and subject to a maximum cap of Forty Thousand

Dollars (\$40,000) and the other provisions of this Settlement Agreement, and any adjustment provided thereunder.

(ii) Short form payment: Any member of the Civil Damages Class may apply for a payment by submitting the claim form attached hereto as Exhibit 3-B and a Form W-9 ("Short Form Claimant"). The form at Exhibit 3-B requires the Short Form Claimant to confirm they are a member of the Civil Damages Class (i.e., they are African American, failed the Background Screening Check, and experienced an adverse employment action as a result of the application of the Background Screening Policy). Short Form Claimants will be eligible to receive a flat payment that is presently estimated at Two Thousand Dollars (\$2,000), subject to the provisions of the Settlement Agreement and any adjustment provided thereunder.

(iii) A Civil Damages Class member can only apply for either a long-form payment or a short-form payment, and not both.

(iv) Contingencies--

(a) In the event a particular Long Form Claimant's claim is less than the Short Form Claimant flat payment, that Long Form Claimant shall receive the Short Form Claimant flat payment.

(b) In the event the total amount of Long Form claims exceeds the amount available in the Class Claims Fund after all Short Form claims are accounted for, then each Long Form Claimant shall receive a percentage of the remaining Class Claims Fund equal to his or her Long Form Claimant's approved claim divided by the total amount of all approved Long Form claims. For example, if a particular Long Form Claimant submitted a claim for \$10,000, and the total amount of approved Long Form claims is \$100,000, that particular Long Form Claimant would receive 10% of the remaining amount in the Class Claims Fund.

(c) In the event the total amount of Long Form claims does not exceed the amount available in the Class Claims Fund, after all Short Form claims are accounted for, then each Short Form Claimant shall receive a proportionately increased flat payment in an amount to be determined by the Claims Administrator and Class Counsel, which will be the same for all Short Form Claimants. For example, if the total amount of Short Form claims is \$1 million, and the total amount of Long Form claims is \$2.5 million, such that there is \$1 million remaining in the Class Claims Fund, that \$1 million will be distributed to the Short Form Claimants by proportionately increasing the amount of flat payment that each Short Form claimant receives.

(d) In the event the total amount of Short Form claims exceeds the amount available in the Class Claims Fund, then all Claimants (Long Form and Short Form) shall receive a flat payment in the amount to be determined by the Claims Administrator and Class Counsel. For example, if the total amount of Short Form Claims (calculated at the estimate of \$2,000 per claim) submitted is \$9 million, which exceeds the amount of the Class Claims Fund, then all Claimants (Long Form and Short Form) will receive the same flat payment, calculated as the amount available in the Class Claims Fund divided by the number of valid claims; under such circumstances, all claims (Long Form and Short Form) will likely receive less than the \$2,000 estimate for Short Form Claims.

(v) The Claims Administrator, in consultation with Class Counsel, shall adjudicate the eligibility and size of each claim. The Claims Administrator, and not WMATA or any of the WMATA Parties, is solely and exclusively responsible for the calculation and distribution of the Class Claims Fund.

(b) To the extent that any portion of the Class Claims Fund remains after the payments described in Section 7(a), Class Counsel shall petition the Court to make a further distribution for a *cy pres*

award to a charitable organization which has no relation to or affiliation with Class Counsel or any party. In the event there is a *cy pres* award, the charitable organization shall be selected by Class Counsel, subject to WMATA's consent, which shall not be unreasonably withheld. Under no circumstances will any residual funds in the Class Claims Fund or the Class Settlement Fund revert to WMATA or its insurer.

(c) For purposes of the payments to Class Representatives, Short, Davis, and members of the Civil Damages Class pursuant to this Settlement Agreement, it is understood and agreed that the payments are not wages and shall not be treated as such because no individual receiving a payment had an employment relationship with WMATA (or, if employed, no individual was terminated, suspended with or without pay, or permanently separated from employment with WMATA), and in fact many of the individuals were employed by, or were a candidate for employment with, a contractor or subcontractor of WMATA. The payments to Class Representatives, Davis, Short, and members of the Settlement Class pursuant to the Settlement Agreement shall not constitute nor be considered as compensation for purposes of any applicable benefit, bonus, profit sharing, or pension plans, and no such person will be entitled to any additional payments or benefits by reason of any such payment.

(d) The Claims Administrator shall issue a Form 1099 (and any applicable reporting form for applicable state or local tax purposes) to Class Representatives, Davis, Short, and each eligible member of the Settlement Class in the amount paid to such individual reporting such amount in Box 3 ("other income") and report the same to the Internal Revenue Service and any applicable state or local governmental body, as required for purposes of applicable state or local tax laws. It shall be a condition to payment and eligibility that a member of the Settlement Class who submitted a claim have provided a signed Form W-9 to the Claims Administrator as part of the claims application process.

(e) Davis, Short, the Class Representatives, and each Settlement Class member who receives a payment pursuant to this Settlement Agreement shall be solely responsible for any income or

other taxes, interest, or penalties owed with respect to any payment to him or her as a result of the Lawsuit, including without limitation any payments referred to above.

(f) If and to the extent that the Claims Administrator and Class Counsel are able to determine, after reasonable diligence, that an individual member of the Settlement Class eligible for a payment hereunder filed a bankruptcy petition/proceeding at any time after the date such individual became a member of the Settlement Class by virtue of having a claim as a Settlement Class member (a "Bankruptcy Class Member"), then notwithstanding anything in this Settlement Agreement to the contrary, the payment to such Bankruptcy Class Member called for by this Section will be made by check(s) jointly payable in the name of the Bankruptcy Class Member and the bankruptcy trustee of record for that Bankruptcy Class Member and shall be sent to the bankruptcy trustee of record. It shall be the responsibility of any Settlement Class member submitting a claim to advise Class Counsel that he or she filed a bankruptcy petition at any time since February 23, 2012.

8. **Cessation of Litigation Activity.** Upon executing this Settlement Agreement, the Parties shall end all litigation activity in the Lawsuit, other than any activity to implement or consummate the Settlement Agreement. The Parties will jointly advise the Court confidentially of the Settlement and work to submit the motion for preliminary approval described in Paragraph 9 expeditiously.

9. **Court Submissions.**

(a) Class Counsel and WMATA's counsel will submit this Settlement Agreement and the exhibits hereto, together with other agreed-upon supporting papers as may be appropriate, to the Court for preliminary approval of this Settlement Agreement pursuant to Rule 23 of the Federal Rules of Civil Procedure, including the sending of the class notice referenced in Section 10. In this regard, the Class Representatives will cause Class Counsel to execute and promptly file with the Court a Joint Stipulation And Motion To Approve Settlement Agreement and an agreed order in the form attached hereto as Exhibit 1-A. Class Representatives will join in this joint motion to approve the Settlement Agreement and take such

other actions and execute and deliver such other documents (and/or cause Class Representatives' attorneys to do so) as may be reasonably requested to secure the approval of the Settlement Agreement and the releases included therein (except for the delivery of documents protected by privilege).

(b) At least ten (10) calendar days prior to the Fairness Hearing, the Class Representatives will cause Class Counsel to execute and promptly file with the Court a Joint Stipulation and Motion for Final Approval of the Settlement Agreement and agreed order in the form attached hereto as Exhibit 1-B. Class Representatives will join in this joint motion to approve the Settlement Agreement and take such other actions and execute and deliver such other documents (and/or cause Class Representatives' attorneys to do so) as may be reasonably requested to secure the approval of the Settlement Agreement and the releases included therein (except for the delivery of documents protected by privilege).

(c) If the Court declines to grant preliminary approval of this Settlement Agreement and to order notice of hearing with respect to the proposed Settlement, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Settlement Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Settlement Agreement will not be approved, unless otherwise agreed by WMATA and the Class Representatives.

(d) When the notice of hearing for the proposed Settlement Agreement is approved by the Court, Class Counsel may post the Settlement Agreement on a website that can be accessed by Settlement Class members and maintain the same on that website until the earlier of (i) the date the Settlement Agreement is terminated pursuant to the provisions of this Section or (ii) the Effective Date.

(e) Within ten (10) business days of WMATA's payment to the Class Administrator of the funds for the Class Settlement Fund described in Section 5(c), Class Counsel shall promptly move to dismiss the Lawsuit with prejudice and take such actions and execute and deliver all such documents as shall be necessary to effectuate such dismissal with prejudice, and to effectuate the releases contemplated in this Settlement Agreement. Except as otherwise stated in this Settlement Agreement, each party will

bear and pay for his, her, or its own costs and attorneys' fees in connection with such dismissal and the Lawsuit.

10. **Class Notification.**

(a) As part of the preliminary approval of the Settlement Agreement, the parties will stipulate and agree to move the Court to approve sending notice of the proposed Settlement Agreement in the form attached hereto as Exhibit 2, and will not object to nor seek any modification of or addition to the form or content of the attached notice, which when entered by the Court shall be binding on the parties. Notice will be sent out within thirty (30) calendar days from the date the Court enters its Order preliminarily approving the Settlement Agreement to the individuals identified above in Section 5(b). The notice will include (a) a copy of the Long Form Claim (in the form of Exhibit 3-A) on the Claims Administrator's website, (b) a copy of the Short Form Claim form in the form attached as Exhibit 3-B, and (c) a Form W-9. To facilitate the application of members of the Settlement Class for open positions at WMATA as they become available, the notice will include a link to WMATA's career webpage where individuals may search and apply for posted open positions online. Class Counsel may include similar information on their websites and the Claims Administrator website. The above method of providing notice is the best practicable notice possible.

(b) The Claims Administrator will resend mailings to any more recent address identified in a "return to sender" label and WMATA will pay the cost associated with any such re-mailing. Notice returned as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope. If no forwarding address is provided, the Claims Administrator will engage Accurint or a similar type of skip trace service to locate a possible forwarding address, and then will forward the notice to the address provided (without any further obligation to re-forward if it is returned). The parties will re-send a returned notice to a forwarding address only one time per Settlement Class member. Upon completion of these steps, the obligation to provide the notice to that Settlement Class member in accordance with the terms hereof shall

be satisfied, and the Settlement Class member shall be bound by all the terms of the Settlement Agreement and the Court's Final Judgment.

(c) Subject to the terms of the Settlement Agreement, Class Counsel, in consultation with WMATA, shall administer, or oversee the administration of, the receipt of any and all requests for exclusion (*i.e.*, requests to opt-out of the Civil Damages Class) or objections. WMATA has the right to review and inspect the requests for exclusion and objections.

(d) Opting Out of the Civil Damages Class.

(i) Members of the Civil Damages Class may opt out of the Civil Damages Class (*i.e.*, the Rule 23(b)(3) class, but not the Appendix A Class, the Appendix C Class, or the Appendix F Class). Any person in the Civil Damages Class who intends to opt out from that class must submit a signed written request for exclusion post-marked no later than thirty (30) calendar days prior to the Fairness Hearing to: Class Counsel, John A. Freedman, Arnold & Porter Kaye Scholer, LLP, 601 Massachusetts Ave. NW, Washington D.C. 20001, with a copy to WMATA's counsel, Kathleen Kraft, Thompson Coburn LLP, 1909 K Street NW, Suite 600, Washington, D.C. 20006. At a minimum, any request for exclusion must include the person's full name; current address and telephone number (the address of an attorney alone is insufficient); a statement that the person wishes to be excluded from the Civil Damages Class; and the person's signature. Any person who requests to be excluded from the Civil Damages Class may not participate in the payments made under the Settlement Agreement. Any such person who files a timely and valid request for exclusion will be excluded from the Civil Damages Class as provided for herein. Within five (5) calendar days after the end of the period to request exclusion from the Civil Damages Class, Class Counsel shall provide WMATA, through its counsel, with a written list of all individuals who have timely exercised their rights to be excluded from the Civil Damages Class and will file with the

Court a certified list of all persons who timely exercised their right to be excluded from the Civil Damages Class.

(ii) Class Counsel, Class Representatives, Davis, and Short shall not in any way encourage or attempt to convince anyone to opt out of the Civil Damages Class.

(e) Any member of the Settlement Class who intends to object to the fairness of the Settlement Agreement and/or the Settlement must submit any such objection by mail postmarked at least thirty (30) calendar days prior to the Fairness Hearing to: Office of the Clerk of Court, United States District Court for the District of Columbia, E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue, NW, Washington, D.C. 20001, along with a copy to Class Counsel, John A. Freedman, Esq., Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Ave. NW, Washington, D.C. 20001, John.Freedman@apks.com, and WMATA's counsel, Kathleen Kraft, Esq., Thompson Coburn LLP, 1909 K Street NW, Suite 600, Washington D.C. 20006, KKraft@thompsoncoburn.com. Any objection to the Settlement Agreement will be invalid unless it includes the objector's full name, address, and telephone number (the address of any attorney alone is insufficient); a signature of the objector; all documents on which the objection is based; a list of all persons who will be called to testify in support of the objection; a statement of all grounds for the objection accompanied by any legal support for such objection; and a statement whether the objector intends to appear at the Fairness Hearing scheduled by the Court. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector.

(f) Any member of the Settlement Class who does not file a timely written objection to the Settlement Agreement and notice of his/her intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise. Class Counsel and counsel for WMATA may participate in the Fairness Hearing, present witnesses and documents, or otherwise be heard, without providing the above-described information.

11. **Releases.**

(a) Subject to and upon the entry of a Final Order and WMATA's payment to the Class Administrator of the funds for the Class Settlement Fund described in Section 5(c), Davis, Short, the Class Representatives (individually and on behalf of the Appendix A Class, the Appendix C Class, and the Appendix F Class), and the members of the Settlement Class, and their respective personal representatives, administrators, heirs, successors, and assigns, for and in consideration of the obligations, terms, and undertakings herein, the sufficiency and fairness of which are acknowledged, **RELEASE, GIVE UP, WAIVE, AND AGREE NOT TO PROSECUTE OR PURSUE**, and shall be determined to have released, given up, waived, and agreed not to prosecute or pursue, any and all known and unknown claims, suits, lawsuits, demands, and causes of action which each of them may have or hold against: (i) WMATA, any of its affiliates or employee benefit plans and trusts, and any of its or their respective present or former directors, officers, managers, employees, attorneys, administrators, fiduciaries, and agents (and their respective insurers) arising prior to execution of the Settlement Agreement in any way based upon any facts or claims alleged in the Third Amended Complaint in this Lawsuit, or (ii) any of the WMATA Parties in any way arising out of or based upon application of, or decisions under or concerning the Background Screening Policy. This release includes, but is not limited to, a release of claims: (i) under the common and statutory laws and Constitutions of Virginia, Maryland, and the District of Columbia; (ii) under Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, 42 U.S.C. §§1981, 1981A, or 1983, the United States Constitution, the Fair Credit Reporting Act and any other federal law, decision, order, or regulation; (iii) under any other federal, state, or local law, constitution, regulation, statute, order, ordinance, decision, or common law claim concerning discrimination in employment; and (iv) for economic and personal injury, emotional distress, penalties, liquidated and punitive damages, injunctive, declaratory and other equitable relief, lost compensation, employment, and costs and attorneys' fees, including, without limitation, any claim for attorneys' fees and/or costs which may arise or accrue by reason of the settlement

of the Lawsuit referred to above. However, this is not a release of any claim for breach of this Settlement Agreement.

(b) The Class Representatives, Davis, Short, and the members of the Settlement Class each acknowledge and agree that, as of the Effective Date, as a result of this Settlement Agreement they have no claims against any of the WMATA Parties for any of the claims specified above in this Section except as provided for in this Settlement Agreement.

12. Parties' Right to Set Aside Settlement.

(a) WMATA or the Class Representatives (as applicable) may set aside or rescind this Settlement Agreement, in the good-faith exercise of its or his discretion, if any of the following events occur:

(i) Objection(s) to Settlement Sustained by the Court. If any objections to the proposed Settlement Agreement are sustained;

(ii) Modification(s) by the Court. If there are any material modifications to this Settlement Agreement by the Court, by any other court, or by any tribunal, agency, entity, or person, and the parties do not mutually agree to all the material changes ordered by the Court (or, if the Court's approval is reversed or materially modified on appeal and the parties do not mutually agree to such modifications); or

(iii) (in WMATA's case), 100 or more individuals opt out and/or elect to be excluded from the Civil Damages Class within the time period for opting out allowed by the Court.

(b) Any such decision to set aside or rescind must be made to the other party in writing within thirty (30) calendar days after the occurrence of the event giving rise to the right to set aside or rescind. And, if the Court does not approve the material terms of this Settlement Agreement for any reason, in whole or in part, and the parties do not mutually agree to any material changes ordered by the Court (or, if the Court's approval is reversed or materially modified on appeal, the parties do not mutually agree to such modifications), then all matters covered by this Settlement Agreement shall be null and void. In such

event: (i) the parties to the Lawsuit shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Settlement Agreement; (ii) neither this Settlement Agreement nor any of its terms or related pleadings may be used or construed by or against any party in the Lawsuit or in any other litigation, or be offered or introduced into evidence in this Lawsuit or any other litigation or proceeding; (iii) the Class Representatives and the WMATA Parties do not waive, and expressly reserve, their respective rights with respect to the prosecution and defense, or future settlement, of the Lawsuit, as if this Settlement Agreement never existed; (iv) this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, shall not be deemed or construed to be an admission or confession by the Settling Parties of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Lawsuit shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court; (v) the Civil Damages Class shall be de-certified. Such a determination will not impact the March 31, 2017 certification of the Appendix A Class, the Appendix C Class, and the Appendix F Class, and WMATA will not be deemed to have finally consented to certification of any class and will retain all rights to object to or move for de-certification of the Appendix A Class, the Appendix C Class, and the Appendix F Class; and (vi) the provisions of Sections 16 and 17 of this Settlement Agreement shall have no further application from and after the date the Settlement Agreement is rescinded or set aside .

13. **Final Judgment.** The Settling Parties agree that the Settlement provided herein is expressly conditioned upon: (a) receipt of this Settlement Agreement duly signed and acknowledged by Class Representatives, Davis, Short, and Class Counsel; (b) final approval by the Court in the Lawsuit of the settlement terms set out in this Settlement Agreement, and entry of the Final Order specified in this Settlement Agreement by the Court in the Lawsuit; (c) WMATA's payment to the Class Administrator of the

funds for the Class Settlement Fund described in Section 5(c); and (d) dismissal with prejudice of the Lawsuit as set out in the Final Order and as defined in this Settlement Agreement.

14. **Representations.** Class Counsel represent and warrant that there are no lawsuits presently intended, or expected or planned, to be filed against WMATA or any other of the named defendants in this Lawsuit by counsel.

15. **Attorneys' Fees and Costs; Attorneys' Representations and Obligations; Protective Order.**

(a) Except to the extent specified in Section 4 of this Settlement Agreement, each party to this Settlement Agreement shall bear and pay for its own costs and attorneys' fees incurred in connection with the Lawsuit and the Settlement contemplated by this Settlement Agreement. Class Counsel are the sole attorneys representing Class Representatives and the Settlement Class in the Lawsuit or with respect to any claims being released in this Settlement Agreement and no other attorney, agent, or representative represents them, or has any claim of any type against any of the WMATA Parties with respect to the Lawsuit, this Settlement Agreement, or the claims released herein; and the WMATA Parties shall have no obligation to any other attorney or agent who represents or has represented any of the members of the Settlement Class in connection with this Settlement Agreement, or any other matters occurring prior to the Effective Date.

(b) The Protective Order entered by the Court in the Lawsuit shall continue in full force and effect, including after dismissal of the Lawsuit, and the parties shall continue to comply with the terms thereof. All documents produced in this case shall be returned by the party to whom the documents were produced or certified as having been destroyed.

16. **Non-Disparagement; Public Communications.**

(a) All parties shall conduct themselves in a professional and respectful manner in discussing the other parties in any pleadings, or in any oral or written communication or statement to the media or the general public.

(b) Class Counsel, Class Representatives, Davis, and Short will not make, or direct another to make, any disparaging, denigrating, critical, or inaccurate comments, remarks, or other statements about WMATA or any of its present or former managers, supervisors, directors, policies, or employment practices, or their respective intentions, that relate to the Lawsuit or any facts or claims alleged therein, based on, relating to, or arising out of any facts or events occurring prior to the date this Settlement Agreement was signed by the parties. WMATA's executives and media relations staff will not make, or direct another to make, any disparaging, denigrating, critical, or inaccurate comments, remarks, or other statements about Class Counsel or any of the Class Representatives, that relate to the Lawsuit or any facts or claims alleged therein, based on, relating to, or arising out of, any facts occurring prior to the date this Settlement Agreement was signed by the parties.

(c) There will be no press conference or other communications or statements to the public by either side about the merits of the case on any website, or via other media, other than the issuance of their respective press releases or statements in the forms attached hereto as Exhibits 4-A and 4-B. This provision does not: (i) restrict Class Counsel in communicating with class members about the details of the Settlement Agreement and the submission of claims or require Class Counsel to make changes to any previously-posted website materials about the Lawsuit; (ii) prohibit WMATA or Class Counsel from responding to media inquiries in a manner consistent with their respective press releases or discussing the actual terms of the Settlement Agreement; (iii) limit anyone from claiming that the Lawsuit was a consideration in replacing the Background Screening Policy; (iv) limit any party from making statements in their press release or accurately describing what is alleged in public pleadings, public filings, or what is in an order of the Court; (v) prohibit WMATA from discussing the Settlement Agreement or its terms with, or

responding to inquiries from, its Board, governmental bodies, and officials concerning the same, or from complying with any legal obligations; or (vi) limit Class Counsel in a non-public forum from discussing the matter with their respective Boards or funders. Provided, however, that nothing in this paragraph creates an exception to the non-disparagement restrictions provided in Section 16(b) of this Settlement Agreement. The parties shall coordinate the initial timing and release of their press releases. Nothing in this Agreement constitutes, or shall be construed as, agreement by either party as to the contents of the other party's press release.

17. **Non-Assistance / Non-Disclosure.**

(a) Except to the extent otherwise prohibited by law, and unless compelled by subpoena or as necessary in order to comply with a legal duty, such as, but not limited to, a duty that may arise under the Internal Revenue Service or Social Security regulations or statutes or court order, Class Representatives, Davis, and Short shall not provide any information to anyone who is not a member of the Settlement Class concerning this litigation or information learned in connection with this Lawsuit, or in any way encourage or assist anyone else in asserting any federal or state claims against any of the WMATA Parties concerning or relating to the Background Check Policy or its application, or provide any information to any of them in connection with any such potential or actual claim. However, this will not be construed to prohibit any of them from providing any information to a governmental agency or official or prevent any of them from testifying as a witness in any proceeding to the extent compelled to do so by a lawful subpoena from a court having jurisdiction over such person.

(b) In the case of any breach or violation of the terms of this Section, in addition to and not in lieu of its other rights, either party shall have the right to seek and obtain injunctive relief to enforce any breach or threatened breach of the terms of this Settlement Agreement and this Section, provided the party has given notice of the alleged violation or threatened violation and an opportunity to confer regarding the

same, and further provided that no violation of this Section 17 shall provide either party a right to rescind the Settlement Agreement, or claim the releases and dismissals contemplated hereby are no longer valid.

18. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, and will be binding when it has been executed and delivered by the last signatory. A facsimile signature is an original signature for purposes of this Settlement Agreement.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the parties concerning such subject matter. Neither this Settlement Agreement, nor any of its terms, may be changed, waived, or added to except in a writing signed by all parties to whom such change applies. The Settling Parties acknowledge that they have not relied upon any representations or actions that are not expressly in this Settlement Agreement.

20. **Governing Law.** This Settlement Agreement shall be governed by and construed and interpreted according to the laws of the District of Columbia without reference to conflicts of law principles.

21. **Mutual Interpretation.** The Settling Parties stipulate that this Settlement Agreement was negotiated on an "arms' length" basis between parties of equal bargaining power to resolve a bona fide dispute between the parties. Also, Class Counsel and counsel for WMATA jointly drafted this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed in favor of or against any of the Settling Parties. Neither party shall be considered the drafter of this Settlement Agreement for purposes of interpreting the Settlement Agreement, or the application of any rule of construction.

22. **Notice.** Written notice is effective on the earlier of (i) the delivered date or (ii) service by First-Class, U.S. Mail, or overnight mail with courtesy copy sent by electronic mail, addressed as follows:

If to the Settlement Class, Class Representatives, Short, and/or Davis, to:

John A. Freedman, Esq.

Whitney A. Moore, Esq.
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, D.C. 20001
John.freedman@apks.com

If to WMATA, to:

Patricia Y. Lee, Esq.
General Counsel
Office of General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, D.C. 20001
pylee@wmata.com

And

Kathleen Kraft, Esq.
Thompson Coburn LLP
1909 K Street N.W.
Suite 600
Washington D.C. 20006
kkraft@thompsoncoburn.com

23. **Binding Upon Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective personal representatives, administrators, heirs, successors, and assigns.

24. **Continuing Jurisdiction.** The Court shall retain sole and exclusive jurisdiction over the Lawsuit and the Settling Parties to resolve any dispute arising from the interpretation, enforcement, or implementation of the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Settlement Agreement as and when set forth below.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

By: [Signature]

Dated: 11/22/17

Dated: 11/16/17

By: Erick Little
Erick Little
Individually and as Class Representative

Dated: 11/16/17

By: Louia McKenzie
Louia McKenzie
Individually and as Class Representative

Dated: 11/17/17

By: Leon McKenzie
Leon McKenzie
Individually and as Class Representative

Dated: 11/16/17

By: Timothy McClough
Timothy McClough
Individually and as Class Representative

Dated: 11/17/17

By: Marcello Virgil
Marcello Virgil
Individually and as Class Representative

Dated: 11/17/17

By: Gerald Tucker
Gerald Tucker
Individually and as Class Representative

Dated: 11/17/17

By: Fitzgerald Stoney
Fitzgerald Stoney
Individually and as Class Representative

Dated: 11/16/17

By: Leroy Quarles
Leroy Quarles
Individually and as Class Representative

Dated: 11/17/17

By: Sidney Davis
Sidney Davis

Dated: 11/17/17

By: Joyce W. Short
Joyce W. Short, as next friend of D.W., a minor

ARNOLD & PORTER KAYE SCHOLER LLP
By: [Signature]

And

NAACP LEGAL DEFENSE & EDUCATIONAL FUND, INC.

By: [Signature]

And

WASHINGTON LAWYERS' COMMITTEE FOR
CIVIL RIGHTS AND URBAN AFFAIRS

By: [Signature]
Class Counsel

Dated: 11/22/17

District of Columbia) ss

On this 16 day of November, 2017, before me personally appeared Erick Little, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Sidney Davis, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Fitzgerald Stoney, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

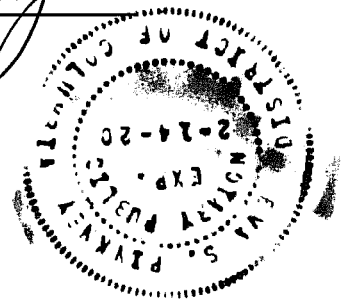
(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney

NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 16 day of November, 2017, before me personally appeared Timothy McClough, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

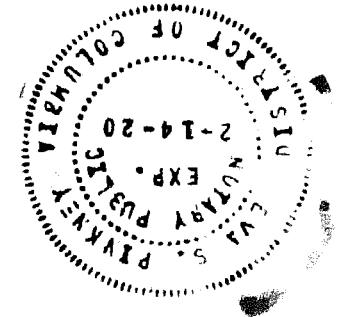
(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney

NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Leon McKenzie, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

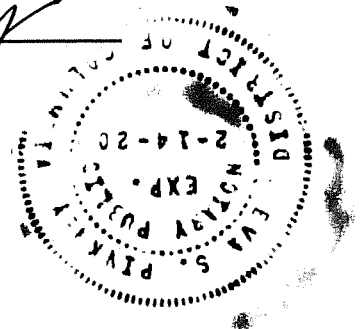
In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 16 day of November, 2017, before me personally appeared Louia McKenzie, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

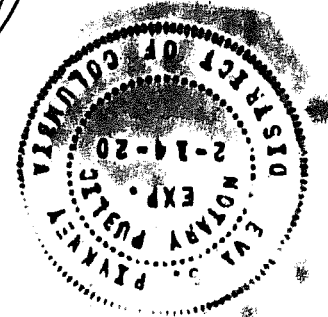
In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 16 day of November, 2017, before me personally appeared Leroy Quarles, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

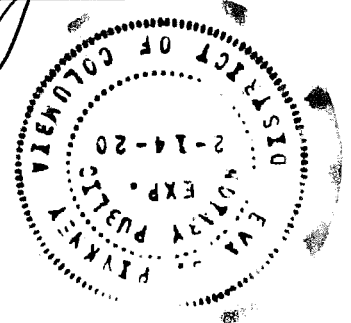
In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Joyce Short, to me personally known, who being by me first duly sworn, did depose and say that she is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that she executed the said Class Lawsuit Settlement Agreement voluntarily and as her own free act and deed, for all of the purposes therein stated.

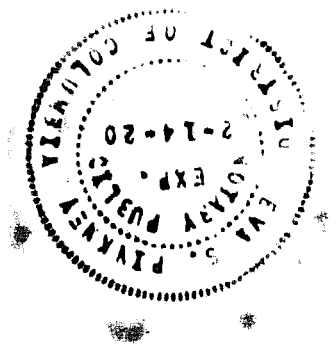
In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

MY COMMISSION EXPIRES: 2/14/2020

Eva S. Pinkney
NOTARY PUBLIC

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Gerald Tucker, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

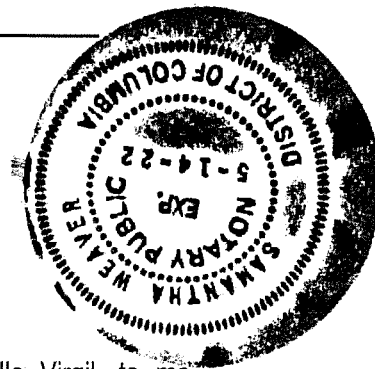
(Seal)

[Handwritten Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/14/2022

SAMANTHA WEAVER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires May 14, 2022



District of Columbia) ss

On this 17 day of November, 2017, before me personally appeared Marcello Virgil, to me personally known, who being by me first duly sworn, did depose and say that he is the person who is named in and who executed the foregoing Class Lawsuit Settlement Agreement, individually and as class representative, and that he executed the said Class Lawsuit Settlement Agreement voluntarily and as his own free act and deed, for all of the purposes therein stated.

In witness whereof, I have set my hand and affixed my official seal in the State and aforesaid, the day and year last above written.

(Seal)

[Handwritten Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/14/2020

EVA S. PINKNEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020

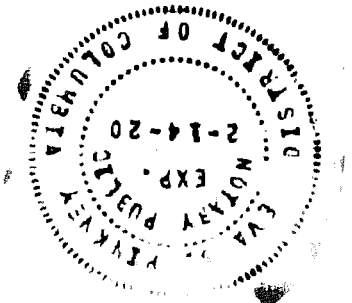


EXHIBIT 1-A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____)	
Erick Little, et al.)	
Plaintiffs,)	
)	Case: 1:14-cv-01289-RMC
v.)	
)	
Washington Metropolitan Area)	
Transit Authority, et al.)	
Defendants.)	
_____)	

**ORDER ON JOINT MOTION FOR PRELIMINARY APPROVAL OF THE
PROPOSED CLASS ACTION SETTLEMENT, APPROVAL OF THE MOTION
FOR CERTIFICATION OF A SETTLEMENT CLASS, APPROVAL OF THE
NOTICE PLAN, AND SCHEDULING OF A HEARING**

WHEREAS, on _____, Defendant Washington Metropolitan Area Transit Authority (“WMATA”) and the Plaintiffs in the above-entitled action (the “Settling Parties”) entered into a Settlement Agreement (the “Settlement Agreement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the claims alleged in the Third Amended Complaint, on the merits and with prejudice, upon the terms and conditions set forth in the Settlement Agreement; and all capitalized terms used herein having the meanings as set forth and defined in the Settlement Agreement; and the Court having read and considered the Settlement Agreement and the accompanying documents; and the parties to the Settlement Agreement having consented to the entry of this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 2017 that:

1. Pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), and for the limited purposes of the Settlement only, the Court hereby conditionally certifies as the “Civil Damages Class” a class

consisting of the individuals who fall within the scope of the Appendix A Class, the Appendix C Class, and the Appendix F Class, as those classes were certified by the Court on March 31, 2017 (Docket No. 183) and have suffered economic loss as a result of the application of the Background Screening Policy. The Court conditionally certifies the Civil Damages Class as a Rule 23(b)(3) class for the purpose of awarding damages to individual members of the Civil Damages Class. This certification does not affect the Court's March 31, 2017 certification of the Rule 23(b)(2) sub-classes, which remains in effect. Excluded from this definition of Civil Damages Class are any Civil Damages Class members who "opt-out" of this class in accordance with the requirements set forth in the Notice.

2. Pursuant to Federal Rule of Civil Procedure 23, previously-designated Class Representatives Plaintiffs Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie are certified as Settlement Class Representatives solely for the purposes of the Settlement.

3. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants preliminary approval of the Settlement Agreement (attached hereto as Exhibit 1).

4. The Court approves the form, substance, and requirements of the Notice, attached hereto as Exhibit 2. The form and method set forth in the Settlement Agreement of notifying the class members of the Settlement and its terms and conditions meet the requirements of Federal Rule of Civil Procedure 23 and due process, and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

5. The Court further appoints Settlement Services, Inc. as the Claims Administrator and directs the Claims Administrator to mail the Notice within 30 business days of the Preliminary Approval Order date.

6. The Court further approves the following deadlines for members of the Settlement Class to take relevant actions, as set forth in the Settlement Agreement:

a. Any person in the Settlement Class who intends to opt out from the Civil Damages Class must submit a signed written request for exclusion post-marked no later than 30 days prior to the Fairness Hearing to:

John A. Freedman (Class Counsel)
Arnold & Porter Kaye Scholer, LLP
601 Massachusetts Ave. NW
Washington D.C. 20001

and

Kathleen Kraft (WMATA Counsel)
Thompson Coburn LLP
1909 K Street NW, Suite 600
Washington, D.C. 20006.

At a minimum, any request for exclusion must include the person's full name; current address and telephone number (the address of an attorney alone is insufficient); a statement that the person wishes to be excluded from the Settlement Class and from participating in the proposed Settlement; and the person's signature.

b. Any member of the Settlement Class who intends to object to the fairness of the Settlement Agreement and/or the Settlement, must submit any such objection by mail postmarked at least 30 days prior to the Fairness Hearing to:

Office of the Clerk of Court
United States District Court for the District of Columbia
E. Barrett Prettyman United States Courthouse
333 Constitution Avenue, NW
Washington, D.C. 20001

Along with a copy to:

John A. Freedman (Class Counsel)
Arnold & Porter Kaye Scholer, LLP
601 Massachusetts Ave. NW
Washington D.C. 20001

and

Kathleen Kraft (WMATA Counsel)
Thompson Coburn LLP
1909 K Street NW, Suite 600
Washington, D.C. 20006.

Any objection to the Settlement Agreement must include the objector's full name, address, and telephone number (the address of any attorney alone is insufficient); a signature of the objector; all documents on which the objection is based; a statement of all grounds for the objection accompanied by any legal support for such objection; a list of all persons who will be called to testify in support of the objection; and a statement whether the objector intends to appear at the Fairness Hearing scheduled by the Court. If the objector intends to appear at the Settlement Fairness Hearing described below through counsel, the objection must also state the identity of all attorneys representing the objector.

c. All Short Form or Long Form Claims (with supporting documentation) identified in the Notice shall be filed with the Claims Administrator within ___ days after Notice is first mailed to the Settlement Class.

d. All other dates set forth in the Settlement Agreement.

7. Settlement Class members requesting exclusion from the Civil Damages Class shall not be entitled to receive any payment as described in the Settlement Agreement and Notice.

8. A hearing (the “Settlement Fairness Hearing”) pursuant to Federal Rule of Civil Procedure 23(e) is hereby scheduled to be held before the Court on _____, at ____ a.m./p.m. for the following purposes:

(a) to finally determine whether the proposed Settlement is fair, reasonable and adequate, and should be approved by the Court;

(b) to determine whether the Order and Final Judgment as provided under the Settlement Agreement should be entered, dismissing the Complaint in the Action filed herein on the merits and with prejudice, and to order the release of claims to the WMATA Parties as required by the Settlement Agreement by both the Settlement Class and those persons settling individual claims;

(c) to consider Class Counsel’s application for an award of attorneys’ fees and expenses;

(d) to consider the application of the Claims Administrator for the payment of the services, costs and expenses associated with claims administration;

(e) to consider the application for service award payments to the Class Representatives, Sidney Davis, and Joyce Short; and

(f) to rule upon such other matters as the Court may deem appropriate.

9. Pending the Settlement Fairness Hearing, all deadlines for this matter are stayed.

10. The Court reserves the right to approve the Settlement Agreement with or without modification, and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement Agreement and dismissing the Complaint in the Action on the merits and with prejudice regardless of whether it has awarded attorneys’ fees and reimbursement of expenses.

11. Each Settlement Class member shall submit to the jurisdiction of the Court with respect to the claims released by the Settlement Agreement (the “Released Class Claims”), and shall release the WMATA Parties from the Released Class Claims upon the Effective Date of the Settlement as detailed in the Settlement Agreement.

12. In the event that the Court or any appellate court finds that the terms of the Settlement Agreement are inadequate, and the Parties fail to reach agreement upon new settlement terms that can obtain court approval, the terms of the Settlement Agreement shall be void. In addition, in that event, the Settlement Agreement and this Preliminary Order certifying the Civil Damages Class and the Class Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity; and each party shall be restored to her, his, or its respective position as it existed prior to the execution of the Settlement Agreement and pursuant to its terms.

13. The Court shall retain sole and exclusive jurisdiction over the Lawsuit and the Settling Parties to resolve any dispute arising from the interpretation, enforcement, or implementation of the Settlement Agreement.

SO ORDERED:

Dated: _____

Exhibit 1-B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ERICK LITTLE, <i>et al.</i>)	Case No. 1:14-cv-01289-RMC
)	
Plaintiffs)	
)	
v.)	
)	
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, <i>et al.</i>)	
)	
<i>Defendants</i>)	
)	

ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

THIS MATTER came before the Court following a fairness hearing for final approval of a proposed class settlement (the "Settlement") embodied in a Class Action Settlement Agreement ("Settlement Agreement"), dated as of November __, 2017, between the Washington Metropolitan Area Transit Authority ("WMATA") and Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie (collectively, "Class Representatives") on behalf of themselves and the respective class(s) of which they are class representatives, Sidney Davis ("Davis"), and D.W., a minor child, and Joyce Short, D.W.'s next friend (collectively, "Short"). A copy of the Settlement Agreement was submitted to the Court as part of the motion to approve the Settlement. Capitalized terms used and not otherwise defined in this Order shall have the meanings assigned to them in the Settlement Agreement.

Having read, reviewed, and considered the papers filed with this Court in support of final approval of the Settlement, including any declarations submitted, oral arguments of counsel, the Settlement Agreement, and the pleadings filed in this action, having conducted a fairness hearing with regard to the Settlement and approval thereof, being fully informed regarding the facts surrounding the proposed

Settlement, and based upon this information and the record as a whole, the Court enters the following findings and orders.

Procedural Background, Certification, and Findings

On _____, 2017, this Court granted preliminary approval of the proposed class action Settlement between the Class Representatives and WMATA (the "Preliminary Approval Order") and ordered that notice of the proposed Settlement be sent by first class mail to a Settlement Class consisting of individuals, determined by Class Counsel from records provided by third party First Choice Background Screening, Inc. ("First Choice")¹ who: (i) failed a criminal background screening under the Background Screening Policy since February 23, 2012; (ii) were denied employment, terminated, or otherwise permanently separated from their position, suspended from employment with or without pay, and/or denied employment with WMATA or a contractor or subcontractor of WMATA as a result of the Background Screening Policy; and (iii) either were identified in the First Choice records as African American or had not been identified in the First Choice records as having a particular race. The notice was sent in this manner to ensure that all members of the Settlement Class were notified.

On ____, 2018, the Court held a formal fairness hearing to consider whether to grant final approval of the Settlement. The Court heard and considered argument from the parties and all others who elected to appear to voice their support for, or objection to, the Settlement. There were [no/____] objections to the Settlement.

The Court finds and has determined that the approved notice and claim form were sent in accordance with the Court's Preliminary Approval Order to all persons who likely would be potential Settlement Class members as determined by Class Counsel. This information regarding potential Settlement Class members was derived by Class Counsel from records provided to WMATA from First

¹ First Choice is the WMATA contractor that conducted the background screenings under the Background Screening Policy during the time period of application of the Background Screening Policy.

Choice identifying the individuals who failed a criminal background screening under the Background Screening Policy during the relevant time period. The approved notice and claim form were mailed to each such individual using the address for that individual contained in the First Choice records.

Notice was not provided to any current or former WMATA employee (other than Sidney Davis and Gerald Tucker) because, to the extent such individuals are covered in the Settlement Class definition, there is no evidence that any WMATA employee was terminated, suspended with or without pay, or permanently separated from employment as a result of application or enforcement of the Background Screening Policy.

Notice given to the members of the Settlement Class was reasonably calculated to apprise potential Settlement Class members of (1) the pendency of this action, (2) all material elements of the Settlement, (3) their opportunity to exclude themselves from, to object to, or to comment on the Settlement, and (4) their opportunity to appear at the final fairness hearing. Class Counsel also established a website containing pertinent information regarding the Settlement.

_____ (___) Civil Damages Class members submitted claims; [no/_____] individuals elected to exclude themselves from the Rule 23(b)(3) Civil Damages Class conditionally certified for those Settlement Class members who have claims for civil damages; and [no/_____] Settlement Class member, or other person, filed an objection to the Settlement.

Notice to the Settlement Class was completed in accordance with the terms of the Settlement Agreement and the Court's Preliminary Approval Order. The notice given to the members of the Settlement Class, which set forth the principal terms of the Settlement Agreement and other matters, was the best practicable notice under the circumstances. The notice process prescribed by the Settlement Agreement and the Court's Preliminary Approval Order was reasonable and provided due and adequate notice to all persons entitled to such notice about these proceedings, the terms of the Settlement, and the matters set forth therein.

The Court finds that the notice satisfied all the requirements of the Class Action Fairness Act, the Federal Rules of Civil Procedure, the Constitution of the United States, the rights of the members of the Settlement Class to due process, and all other applicable laws. A full opportunity to be heard has been afforded to all members of the Settlement Class and other persons wishing to be heard. Members of the Settlement Class could opt out of the Settlement Class, but cannot opt out of the Appendix A Class, the Appendix C Class, or the Appendix F Class certified by the Court by order dated March 31, 2017. Notice of the Settlement and the previously-filed Settlement Agreement was sent on _____, 2017 via certified mail to the Attorneys General of the United States, District of Columbia, Virginia, and Maryland pursuant to the Class Action Fairness Act. Such notice contained all information required by the Class Action Fairness Act, and the Court finds that the parties have complied with the notice requirements of 28 U.S.C. § 1715.

The Court accordingly determines that all members of the Appendix A Class, the Appendix C Class, the Appendix F Class, and all members of the Civil Damages Class as certified under Rule 23(b)(3) (except to the extent such Class members have excluded themselves from the Civil Damages Class as set forth below) are bound by this Judgment and Final Order.

Having read, reviewed, and considered the papers filed with this Court in support of final approval of the Settlement, including the declarations submitted, oral arguments of counsel, the Settlement Agreement, and the pleadings filed in this action, and being fully informed regarding the facts surrounding the proposed Settlement, and based upon this information, the Court has determined that there is a bona fide dispute between the parties concerning issues of liability, equitable relief, and damages, and that the proposed Settlement should be approved as lawful, fair, adequate, and reasonable. The Court hereby approves the Settlement and enters this Judgment and Final Order.

This Judgment and Final Order constitutes a final adjudication on the merits of all claims of the members of the Settlement Class (excluding, as to the Civil Damages Class only and not as to the claims covered by the Appendix A, C, and F Classes certified by the Court on March 31, 2017, those persons

identified below who have opted to be excluded from the Civil Damages Class as to Rule 23(b)(3) damages claims) regarding any and all claims which any of them have or could assert against (a) WMATA, any of its affiliates or employee benefit plans and trusts, and any of its or their respective present or former directors, officers, managers, employees, attorneys, administrators, fiduciaries, and agents (and their respective insurers) arising prior to execution of the Settlement Agreement in any way based upon any facts or claims alleged in the Third Amended Complaint in this Lawsuit, or (b) any of the WMATA Parties in any way arising out of or based upon application of, or decisions under or concerning the Background Screening Policy.

It is hereby ORDERED, DETERMINED, ADJUDGED, AND DECREED that:

1. The definitions and provisions of the Settlement Agreement are hereby incorporated as though fully set forth herein.

2. This Court has jurisdiction over the subject matter of the Settlement Agreement with respect to and over all parties to the Settlement Agreement, including all members of the Settlement Class (excluding those individuals who have elected to exclude themselves from the Civil Damages Class with respect only to those claims for civil damages for economic loss), Davis, Short, D.W., a minor, the Class Representatives, and all members of the Appendix A Class, the Appendix C Class, and the Appendix F Class. All conditions to and requirements for the entry of this Judgment and Final Order and approval of the Settlement have been satisfied and/or waived.

3. In addition to the Appendix A, C, and F Classes previously certified by the Court by Order dated March 31, 2017, for purposes of the Settlement, the Court hereby certifies a Civil Damages Class (excluding those individuals named below who have elected to opt out of that class with respect to civil damages claims for economic loss), consisting of individuals who are African American, who failed the Background Screening Policy, who were denied employment, terminated, or otherwise permanently separated from their position, and/or suspended from employment with or without pay by WMATA or a

contractor or subcontractor of WMATA as a result of the Background Screening Policy, and who suffered economic loss. Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie (collectively, "Class Representatives") have been designated and approved as the Class Representatives of this Class. The following individuals have opted out of the Civil Damages Class with respect to the civil damages claims covered thereby, and will not be subject to the terms of this Judgment and Final Order applicable to claims for economic loss, or be considered part of the Civil Damages Class: _____.

4. Notice of the Settlement and the fairness hearing was sent by forwardable U.S. mail, postage prepaid, in accordance with the Court's _____, 2017 Preliminary Approval Order. Notice given to members of the Settlement Class was reasonably calculated under the circumstances to apprise them of (a) the pendency of this action, (b) all material elements of the Settlement, (c) their opportunity to exclude themselves from, to object to, or to comment on the Settlement, and (d) their opportunity to appear at the final fairness hearing. A full opportunity to be heard has been afforded to all Settlement Class members and other persons wishing to be heard. Accordingly, the Court determines that the previously-certified Appendix A, Appendix C, and Appendix F Classes, and all members of the certified Civil Damages Class (excepting those individuals listed in paragraph 3 above with respect to claims for civil damages for economic loss) are bound by this Judgment and Final Order.

5. This Judgment and Final Order constitutes a final adjudication on the merits of all claims of the members of the Settlement Class regarding any and all claims which any of them have or could assert against (a) WMATA, any of its affiliates or employee benefit plans and trusts, and any of its or their respective present or former directors, officers, managers, employees, attorneys, administrators, fiduciaries, and agents (and their respective insurers) arising prior to execution of the Settlement Agreement in any way based upon any facts or claims alleged in the Third Amended Complaint in this Lawsuit, or (b)

any of the WMATA Parties in any way arising out of or based upon application of, or decisions under or concerning the Background Screening Policy.

6. There is a bona fide dispute between the parties concerning issues of liability, equitable relief, and damages. The Settlement reflects a reasonable and negotiated compromise of the parties' respective claims and defenses and was reached after protracted, contested, arms' length negotiations. The Settlement and the Settlement Agreement are in all respects: (a) lawful, fair, reasonable, and adequate to the Settlement Class, the Appendix A Class, the Appendix C Class, and the Appendix F Class, (b) within the authority of the parties, and (c) the result of extensive arms' length negotiations that resolve and compromise genuine and bona fide disputes between the parties.

7. The Court hereby grants final approval to the Settlement and finds that it is lawful, fair, reasonable, adequate, and in the best interests as a whole of the Settlement Class, the Appendix A Class, the Appendix C Class, and the Appendix F Class. The parties are ordered to comply with the Settlement Agreement.

8. The Court hereby awards Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie the sum of Seven Thousand Five Hundred Dollars (\$7,500) each, as compensation for the time, effort, services, and risk undertaken as a Class Representative. The Court also awards (a) Sidney Davis the sum of Five Thousand Dollars (\$5,000) for the services and assistance he provided to the Settlement Class and Class Counsel, and (b) Joyce Short, as next friend of D.W., a minor and beneficiary of Lawrence Whitted, deceased, the sum of Five Thousand Dollars (\$5,000) for the services and assistance Lawrence Whitted provided to the Settlement Class and Class Counsel. Payment of the service payment awards specified above will be paid by the Claims Administrator as and when specified in the Settlement Agreement.

9. The Court hereby approves the request of Class Counsel for an award of One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000) for attorneys' fees and costs (including court

costs, litigation costs, and expert witness fees) incurred and to be incurred in connection with representing the Settlement Class, the Settlement and its implementation, and administration of the Settlement. Class Counsel agrees not to seek or accept fees and expenses exceeding this amount for services rendered and costs incurred prior to, or after, the date of the Settlement Agreement, including in connection with consummation of the Settlement, Court approval of the Settlement, claims administration, and issues pertaining to the Settlement Agreement or its administration. The Court finds this fee request to be reasonable in light of the proof submitted by Class Counsel and the fact that the fee request is only twenty-five percent (25%) of the total amount of the Settlement. Payment shall be made jointly to Class Counsel as and when specified in the Settlement Agreement. No other attorneys' fees, expenses, or costs are due and owing by any of the WMATA Parties to any other attorneys or counsel in connection with this Lawsuit, the Settlement or its administration, or representation of the Settlement Class and previously certified classes. The WMATA Parties shall not be liable for any other class representative fees, service fees, attorneys' fees, costs and expenses, other fees, or any claim by any counsel or member of a certified class for additional fees or expenses, relating to the allegations forming the basis of the Lawsuit, this Settlement, Court approval of the same, or claims administration or services hereinafter rendered to or for the benefit of the Settlement Class, the Appendix A Class, the Appendix C Class, or the Appendix F Class.

10. The Claims Administrator, in conjunction with Class Counsel, shall be solely and exclusively responsible for administering the Class Settlement Fund, paying out the Class Settlement Amount per the terms of the Settlement Agreement and applicable Court orders concerning the same, determining who is eligible for a payment, and the amount to be paid to each such eligible individual (as described in this paragraph, "Administration Activities"). The Class Settlement Fund shall be administered by the Claims Administrator in conjunction with Class Counsel, from which settlement funds will be distributed to eligible members of the Settlement Class as provided in the Settlement Agreement. The WMATA Parties shall have no responsibilities or liabilities with respect to Administration Activities or

anything related to claims administration. To be eligible for a distribution from the Class Claims Fund, an individual must (i) timely submit a fully completed claim form in the form attached hereto as Exhibit 3-A (Long Form) or 3-B (Short Form), and a fully completed Form W-9 and (ii) qualify as a member of the Civil Damages Class (i.e., an African American, who failed the Background Screening Policy, who was denied employment, terminated, or otherwise permanently separated from employment, or suspended with or without pay by WMATA or any third party contractor or subcontractor of WMATA as a result of the Background Screening Policy, and who suffered economic loss). The Claims Administrator, and not WMATA or any of the WMATA Parties, is solely and exclusively responsible for (a) making any determinations regarding eligibility for a payment or the amount thereof and (b) the costs and expenses of claims administration. All such costs and expenses of claims administration shall be paid out of the Class Settlement Fund before distribution of any payment to an eligible Settlement Class member. Payments to members of the Settlement Class will be paid by the Claims Administrator as and when specified in the Settlement Agreement.

11. Before any distributions to eligible Settlement Class members, the Claims Administrator shall be entitled to receive payment from the Class Settlement Amount a fee in the amount of \$_____, representing all costs and expenses now or hereafter incurred associated with claims administration or any obligations of the Claims Administrator under the Settlement Agreement, including but not limited to the costs of the Claims Administrator, website development, maintenance and administration, reporting, and mailing of checks. The WMATA Parties shall have no liability for, or obligation to pay, any such fees or expenses. In the event Class Counsel advances the Claims Administrator's expenses, this payment will be made directly to Class Counsel as reimbursement for such expenses.

12. The Claims Administrator shall distribute and pay the Class Claims Fund among eligible members of the Civil Damages Class according to the following formula:

(i) Long Form Claimants: Claimants who submit the Long Form (Exhibit 3-A) (a “Long Form Claimant”) with the required documentation will be eligible to receive the difference between what they could have earned for a period of up to two (2) years and what they did earn for a period up to two (2) years, subject to a maximum cap of \$40,000.

(ii) Short Form Claimants: Claimants who submit the Short Form (Exhibit 3-B) (a “Short Form Claimant”) will be eligible to receive a flat payment that is presently estimated at \$[2,000].

(iii) A Civil Damages Class member can only apply for either a long form payment or a short form payment, and not both.

(iv) Contingencies:

(a) In the event a particular Long Form Claimant’s claim is less than the Short Form Claimant flat payment, that Long Form Claimant shall receive the Short Form Claimant flat payment.

(b) In the event the total amount of all Long Form claims exceeds the amount available in the Class Claims Fund after all Short Form claims are accounted for, then each Long Form Claimant shall receive a percentage of the remaining Class Claims Fund equal to the amount of his or her Long Form Claimant’s approved claim divided by the total amount of all approved Long Form claims. For example, if a particular Long Form Claimant submitted a claim for \$10,000, and the total amount of approved Long Form claims is \$100,000, that particular Long Form Claimant would receive 10% of the remaining amount in the Class Claims Fund.

(c) In the event the total amount of all Long Form claims does not exceed the amount available in the Class Claims Fund after all Short Form claims are accounted for, then each Short Form Claimant shall receive a proportionately increased flat payment in

an amount to be determined by the Claims Administrator and Class Counsel, which will be the same for all Short Form Claimants. For example, if the total amount of all Short Form claims is \$1 million, and the total amount of all Long Form claims is \$2.5 million, such that there is \$1 million remaining in the Class Claims Fund, that \$1 million will be distributed to the Short Form Claimants by proportionately increasing the amount of flat payment that each Short Form Claimant receives.

(d) In the event the total amount of all Short Form claims exceeds the amount available in the Class Claims Fund, then all Claimants (Long Form and Short Form) shall receive a flat payment in an amount to be determined by the Claims Administrator and Class Counsel. For example, if the total amount of all Short Form Claimant claims submitted is \$9 million, which exceeds the amount of the Class Claims Fund, then all Claimants (Long Form and Short Form) will receive the same flat payment, calculated as the amount available in the Class Claims Fund divided by the number of valid claims.

13. For purposes of the payments to Class Representatives, Short, Davis, and members of the Settlement Class pursuant to the Settlement Agreement, it is understood and agreed that the payments are not wages and shall not be treated as such because no individual receiving a payment had an employment relationship with WMATA (or, if employed, no individual was terminated, suspended with or without pay, or permanently separated from employment with WMATA), and in fact many of the individuals were employed by, or were candidates for employment with, a contractor or subcontractor of WMATA. The payments to Class Representatives, Davis, Short, and members of the Settlement Class pursuant to this Order and the Settlement Agreement shall not constitute nor be considered as compensation for purposes of any applicable benefit, bonus, profit sharing, or pension plans, and no such person will be entitled to any additional payments or benefits by reason of any such payment.

14. The Claims Administrator shall issue a Form 1099 (and any applicable reporting form for applicable state or local tax purposes) to the Class Representatives, Short, Davis, and each eligible member of the Settlement Class in the amount paid to such individual and report the same to the Internal Revenue Service and any applicable state or local governmental body, as required for purposes of applicable state or local tax laws. It shall be a condition to payment and eligibility that a member of the Settlement Class who submitted a claim have provided a signed Form W-9 to the Claims Administrator as part of the claims application process.

15. Davis, Short, the Class Representatives, and each Class member who receives a payment pursuant to the Settlement Agreement shall be solely responsible for any income or other taxes, interest, or penalties owed with respect to any payment to him or her as a result of the Lawsuit, including without limitation any payments referred to above.

16. The Court hereby dismisses with prejudice all known and unknown claims, suits, lawsuits, demands, and causes of action of Erick Little, Gerald Tucker, Fitzgerald Stoney, Marcello Virgil, Leroy Quarles, Timothy McClough, Leon McKenzie, and Louia McKenzie, on behalf of themselves individually and on behalf of the Settlement Class and any class certified in this Lawsuit of which they are a class representative; all known and unknown claims, suits, lawsuits, demands, and causes of action of Short and Davis; all known and unknown claims, suits, lawsuits, demands, and causes of action of each member of the Settlement Class, the Appendix A Class, the Appendix C Class, or the Appendix F Class; and all known and unknown claims, suits, lawsuits, demands, and causes of action claims of their respective personal representatives, administrators, heirs, successors, and assigns, which each and any of them may have or hold against (a) WMATA, any of its affiliates or employee benefit plans and trusts, and any of its or their respective present or former directors, officers, managers, employees, attorneys, administrators, fiduciaries, and agents (and their respective insurers) arising prior to execution of the Settlement Agreement in any way based upon any facts or claims alleged in the Third Amended Complaint in this Lawsuit, or (b)

any of the WMATA Parties in any way arising out of or based upon application of, or decisions under or concerning the Background Screening Policy; and all of such claims BE AND HEREBY ARE RELEASED AND DISCHARGED. This release, discharge, and dismissal with prejudice and release includes, but is not limited to, a release, discharge, and dismissal with prejudice of claims: (1) under the common and statutory laws and Constitutions of Virginia, Maryland, and the District of Columbia; (2) under Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, 42 U.S.C. §§ 1981, 1981A, or 1983, the United States Constitution, the Fair Credit Reporting Act, and any other federal law, decision, order, or regulation; (3) under any other federal, state, or local law, constitution, regulation, statute, order, ordinance, decision, or common law decision concerning discrimination in employment; and (4) for economic and personal injury, emotional distress, penalties, liquidated and punitive damages, injunctive, declaratory and other equitable relief, lost compensation, employment, and costs and attorneys' fees, including, without limitation, any claim for attorneys' fees and/or costs which may arise or accrue by reason of the Settlement of the Lawsuit referred to above. **The above-referenced persons shall deemed to be and are forever barred from instituting, maintaining, or prosecuting any and all such claims herein dismissed, discharged, and released.** However, this is not a release of any claim for breach of the Settlement Agreement or violation of this Order. Notwithstanding the provisions above in this Section 16, this dismissal will not be effective if this Order is reversed or the Settlement is set aside per the terms of the Settlement Agreement.

17. WMATA and the other WMATA Parties do not admit that they are liable to the Class Representatives, Davis, Short, the Settlement Class, the Appendix A Class, the Appendix C Class, or the Appendix F Class, deny that they have violated any law, and expressly deny all such alleged violations and liability. The WMATA Parties maintain that the Background Screening Policy was adopted for non-discriminatory reasons, is not discriminatory in its application, and is job related and a business necessity to: (i) protect the safety of employees, the public, and transit system users, and (ii) ensure public trust in WMATA's transit system. WMATA's sole purpose for entering into this Settlement Agreement is to avoid

the burden and expense of further litigation. This Settlement Agreement shall not be construed as an admission of any liability, wrongdoing, or responsibility by the WMATA Parties. This Judgment and Final Order, the Settlement Agreement, any related documents in this proceeding, and any reports or accounts thereof, shall not be used, offered, or received in evidence in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to (i) consummate or enforce this Judgment and Final Order, the Settlement Agreement, or all releases given thereunder or (ii) establish the affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the Settlement Agreement. No part of this Order or the Settlement Agreement may be admitted into evidence in any lawsuit, except to enforce the Settlement Agreement or to cease or enjoin other litigation.

18. The term "WMATA Parties" as used in this Order means (i) WMATA, its present and former direct and indirect affiliates, and its employee benefit plans and trusts, (ii) any contractor or subcontractor of WMATA who employed anyone in the Settlement Class or considered a member of the Settlement Class for employment (with respect to claims by those individual members of the Settlement Class only), including but not limited to Diamond Transportation Services, Inc., First Transit, Inc., and Executive Personnel Services, Inc., and their respective shareholders, subsidiaries, employee benefit plans and trusts, and affiliates, (iii) the respective present and former officers, directors, employees, attorneys, agents, administrators, fiduciaries, partners, owners, and shareholders of each of the entities identified in (i) or (ii) above, and (iv) the heirs, insurers, reinsurers, personal representatives, successors, and assigns of each person or entity described above in (i), (ii), or (iii) above.

19. The Protective Order entered by the Court in this case shall continue in full force and effect.

20. Without affecting the finality of this Judgment and Final Order in any way, the Court retains continuing jurisdiction: (i) to resolve any dispute arising from the interpretation, enforcement, or implementation of this Order and the Settlement Agreement; (ii) over implementation of the Settlement

Agreement, until each and every act agreed to be performed pursuant to the Settlement Agreement has been performed; and (iii) over all parties to this action and class members for the purpose of enforcing and administering the Settlement Agreement.

SO ORDERED:

DATED: _____
United States District Court Judge

Stipulated And Agreed To In Form And Substance

Arnold & Porter Kaye Scholer, LLP

By _____

NAACP Legal Defense & Educational Fund, Inc.

By _____

Washington Lawyers' Committee
For Civil Rights And Urban Affairs

By _____

Class Counsel

Thompson Coburn LLP

By _____

Attorneys for Washington Metropolitan Area
Transit Authority

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

_____)	
ERICK LITTLE, <i>et al.</i>)	
)	
Plaintiffs)	
)	
v.)	Case No. 1:14-cv-01289-RMC
)	
WASHINGTON METROPOLITAN AREA)	
TRANSIT AUTHORITY, <i>et al.</i>)	
)	
Defendants)	
_____)	

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND HEARING

If you are African-American and you failed the Washington Metropolitan Area Transportation Authority’s (“WMATA”) background screening on or after February 23, 2012, and were denied employment or terminated by WMATA or a WMATA contractor and suffered a loss of pay or employment as a result, you may be entitled to a payment as a result of the proposed settlement agreement described below and should read this notice carefully.

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

- Please read this Notice carefully and fully. This Notice explains the lawsuit known as *Little, et al. v. WMATA, et al.*, No. 1:14-cv-01289-RMC, the proposed settlement, and your legal rights in this lawsuit.
- **If you take no action, you will be bound by the settlement. Your rights will be impacted.**
- **If you are African American, and since February 23, 2012: (1) you have been denied employment with the Washington Metropolitan Area Transit Authority (“WMATA”) or (2) you were denied employment with a third party WMATA contractor, or terminated or otherwise permanently separated from your position or suspended with or without pay by a WMATA contractor, because you failed WMATA’s criminal background check screening standards (Appendices A, C, or F) identified as Policy/Instruction 7.2.3 or 7.2.3/1 (the “Background Screening Policy”), you are affected by this proposed settlement and you may be entitled to a payment from the proposed settlement agreement. Please read below to determine whether you are covered by the settlement.**
- The proposed Settlement Agreement will provide for a settlement fund of \$6,500,000 (the “**Class Settlement Fund**”). The Class Settlement Fund will pay for approved attorneys’ fees and costs of \$1.625 million, class representative and service payment awards of \$62,500, costs and expenses associated with the administration of claims by a court-approved Claims Administrator (estimated to be \$28,500), and payments to eligible class members. The payments to class members will

settle claims that WMATA's Background Screening Policy violated Title VII of the 1964 Civil Rights Act because, even though it was a neutral policy and adopted for non-discriminatory reasons, it allegedly adversely and disproportionately impacted African Americans who allegedly were denied, terminated, or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with WMATA or a third party WMATA contractor or subcontractor, as a result of the application of WMATA's Background Screening Policy.

- **Your legal rights are affected whether you act, or don't act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Exclude Yourself From The Civil Damages Class	Get no payment. This is the only option that allows you to ever be part of any other lawsuit about the same issues and facts.
Object	Write to the Court about why you don't like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.
File a Claim Form	Receive a settlement payment. Release the covered legal claims, if any, you may hold against the WMATA Parties.
Do Nothing	Do not receive a settlement payment. Release the covered legal claims, if any, you may hold against the WMATA Parties.

- The rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve this Settlement Agreement. Payments will be made if the Court approves the Settlement Agreement and after any appeals are resolved and the order approving the Settlement Agreement is final. Please be patient.



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BASIC INFORMATION

1. Why did I get this notice package?

You have been sent this Notice because records indicate that at some time since February 23, 2012, you were terminated or otherwise permanently separated from your position, suspended with or without pay, and/or denied employment with WMATA or a third party WMATA contractor or subcontractor because you failed the WMATA Background Screening Policy. If you are African American and fall within this definition, you could be part of this lawsuit. And, if you suffered a loss of earnings or employment as a result, you have a right to submit a claim for compensation out of the Class Claims Fund established in this case.

This lawsuit ("**Lawsuit**") is a class action lawsuit. The Court in charge of this case is the United States District Court for the District of Columbia ("**Court**"), and the case is known as *Erick Little, et al. v. Washington Metropolitan Area Transit Authority, et al.*, Case No. 1:14-cv-01289-RMC. The persons who sued are called the Plaintiffs. The entities who were sued, known as the defendants, are WMATA, Diamond Transportation Services, Inc. ("**Diamond**"), Executive Personnel Services, Inc. ("**EPSI**"), and First Transit, Inc. ("**First Transit**").

For purposes of the proposed Settlement Agreement described in this Notice, the Court has conditionally certified a Civil Damages Class (the "**Class**") under Rule 23(b)(3) of the Federal Rules of Civil Procedure consisting of all African-American persons who, since February 23, 2012, have been terminated or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with WMATA or any third party contractor or subcontractor of WMATA as a result of the Background Screening Policy and who claim to have suffered any loss of earnings or damages as a result.

This notice is to inform you about a Settlement Agreement that was reached in this Lawsuit and is being submitted to the Court for approval. This notice includes information on how to file a claim and/or object to the Settlement.

This package explains the Lawsuit, the Settlement Agreement, your legal rights, what benefit may be available, and how the benefit will be calculated.

2. What is this lawsuit about?

On December 22, 2011, WMATA adopted a criminal background screening policy called Policy/Instruction 7.2.3 (and later 7.2.3/1), which had screening standards referred to as Appendix A and Appendix C. On January 1, 2013, WMATA added a separate screening standard referred to as Appendix F.

The Lawsuit claims that WMATA's criminal background screening policy (the "Background Screening Policy") violated Title VII of the Civil Rights Act of 1964 because it allegedly adversely and disproportionately impacted African Americans who applied for employment with WMATA or WMATA contractors or were suspended or terminated by WMATA or a WMATA contractor as a result of the application of the Background Screening Policy.

On March 31, 2017, the Court certified three separate classes of persons under Rule 23(b)(2) who have been denied employment with WMATA or a third party contractor or subcontractor of WMATA, or terminated or otherwise permanently separated from their positions, suspended with or without pay, and/or denied employment with WMATA or any third party contractor or subcontractor of WMATA as a result of Appendix A, Appendix C, or Appendix F of the Background Screening Policy (the Appendix A Class, the Appendix C Class, and the Appendix F Class, respectively). The Court did not certify a class of individuals who failed Appendix B. On July 1, 2017, WMATA adopted a revised criminal background check policy called Policy 7.2.3/2.

WMATA has denied Plaintiffs' claims and vigorously defended against Plaintiffs' allegations. The WMATA Parties maintain that the Background Screening Policy was adopted for non-discriminatory reasons, does not have a disproportionate adverse impact on African Americans, is not discriminatory in its application, and that the lack of disproportionate adverse impact is demonstrated by the high percentage (approximately 75 percent) of African Americans in WMATA's workforce. WMATA notes that there is no evidence that the Background Screening Policy was adopted for the purpose of excluding African Americans or for any other discriminatory reason. Further, WMATA maintains that the Background Screening Policy is job related and a business necessity to: (a) protect the safety of employees, the public, and transit system users, and (b) ensure public trust in WMATA's transit system. WMATA's sole purpose for entering into this Settlement Agreement is to avoid the burden and expense of further litigation.

This Notice does not imply that there has been any finding of any violation of the law by the WMATA Parties or that there could be any recovery in this case. Although the Court has authorized Notice to be given of the proposed Settlement Agreement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the Lawsuit. **In fact, the Court has not ruled on the merits of any of the claims in this Lawsuit, and there are bona fide issues in dispute regarding liability, damages, and relief.**

3. Why is this a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding. A representative plaintiff (class representative) is named in the lawsuit to assert the claims of the entire class. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way. Class actions provide a vehicle whereby people with similar claims are treated alike. In a class action, the court is guardian of class interests and supervises the prosecution of the class claims by class counsel to assure that the representation is adequate. Class members are not individually responsible for the costs or fees of counsel, which are subject to court award.

4. Why is there a settlement?

There is a *bona fide* dispute between the Class Representatives (defined below) and WMATA over the claims asserted in this Lawsuit. After extensive litigation, over twenty-five depositions, the production of tens of thousands of pages of documents, extensive briefing, and two lengthy mediation sessions with a neutral mediator, both sides concluded that it is in their respective best interests to enter into this Settlement Agreement without admitting liability or that the other side is right. By doing so, they avoid the time, costs, risks, and resources associated with further litigation, the difficulties of managing class-wide

litigation and establishing damages for each Class member (defined below) individually, litigating unsettled issues of federal law and complicated legal and factual issues, and the uncertainties of litigation. WMATA's sole purpose for entering into the settlement and the Settlement Agreement is to avoid the burden and expense of further litigation. Further, the settlement allows WMATA to avoid the time and attention required of its managers and staff associated with continued litigation and to focus on its business rather than litigation. The parties have engaged in arms' length negotiations in reaching the Settlement Agreement.

The Class Representatives and Class Counsel (defined below) believe that the proposed Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class. The Court has given its preliminary approval of the Settlement Agreement, subject to the hearing discussed below.

The principal terms of the Settlement Agreement are summarized below. If you wish to review the full Settlement Agreement you can either: (1) review the copy online at the website _____, or (2) contact Class Counsel at _____ (Phone: _____; Email: _____).

Who Is In The Settlement

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

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

You are a member of the Civil Damages Class (a "**Class Member**") if all of the following are true:

1. You are African American; and
2. At any time on or after February 23, 2012, you were denied employment with WMATA, or were terminated or suspended from your position with WMATA, because you failed a background screening under Appendix A or Appendix C of the Background Screening Policy; *or*

At any time on or after February 23, 2012, you were denied employment with a WMATA contractor or subcontractor, or were terminated or suspended from your position with a WMATA contractor or subcontractor, because you failed a background screening under Appendix C of the Background Screening Policy; *or*

At any time on or after February 23, 2012, you were denied employment with a WMATA contractor or subcontractor, or were terminated or suspended from your position with a WMATA contractor or subcontractor, because you failed a background screening under Appendix F of the Background Screening Policy; and

3. You suffered a loss of earnings or employment or other damage as a result.

However, to be considered for a payment for civil damages under this settlement, YOU MUST SUBMIT A CLAIM FORM AND AN IRS FORM W-9 ON OR BEFORE _____.

You are still a member of the Appendix A Class, the Appendix C Class, or the Appendix F Class, and covered by this Settlement, even if you did not suffer a loss of earnings or employment as a result of failing the Background Screening Policy, but otherwise satisfied the criteria in 1 and 2 listed above.

Please note that the Background Screening Policy was not applied to persons whose application for employment with WMATA was submitted for screening after July 9, 2017. The date a WMATA contractor ceased applying the Background Screening Policy may vary from that date.

6. I'm still not sure if I am included.

If you are not sure whether have been properly included, you can write Class Counsel to verify.

The Settlement Benefit – What You Could Get If Eligible

7. What does the settlement provide?

1. The Settlement Agreement provides for the establishment of the Class Claims Fund for distribution among eligible Class Members who do not elect to be excluded from the Civil Damages Class, who timely complete and submit the claim form and Form W-9 enclosed with this Notice, and who have their claims approved. The total amount available for distribution in the Class Claims Fund will be the balance of \$6,500,000 that remains after deduction for attorneys' fees and expenses approved by the Court (Class Counsel is requesting a payment of \$1.625 million), \$62,500 in total payments to the Class Representatives and Plaintiffs Davis and Joyce Short, next friend of D.W., a minor, and the costs of Claims Administration (including the mailing of checks to eligible Class members). In addition, WMATA agreed to pay the costs to mail this Notice to you and other members of the Class and certain other persons who may potentially be members of the Class.

2. WMATA adopted a new background screening policy (Policy 7.2.3/2) as of July 1, 2017 (the "2017 Policy"), which includes an individualized assessment procedure. For a period of one (1) year from the date the District Court issues an order approving the Settlement Agreement as contemplated, WMATA will not make any material change to the 2017 Policy (7.2.3/2), including no discontinuation of the exclusions in Appendix A, Section 9 of the 2017 Policy, no discontinuation of the individualized assessment procedure or curtailing of the candidate's rights in Appendix C of the 2017 Policy, and no additions of offenses or lengthening the time periods resulting in automatic disqualification beyond the offenses listed in Appendix A, Section 4 of the 2017 Policy.

3. As part of the Settlement Agreement, and to facilitate the application of Class members for open positions at WMATA, the parties agreed to include a link to WMATA's career webpage. **This webpage may be used to search and apply online for posted job openings. The link is:**

https://careers.wmata.com/psc/careers/EXT_APPLICANT/HRMS/c/HRS_HRAM.HRS_CE.GBL?&

How You Receive Settlement Benefits

8. How can I get a benefit?

To receive a payment from the Class Claims Fund, you MUST timely submit (a) a claim using an approved claim form and (b) a fully signed and completed IRS Form W-9, and your claim must be approved.

You have the option of submitting a short form claim or a long form claim. Eligible Class Members who submit short form claims will be entitled to receive a flat payment estimated to be \$2,000. Eligible Class members who believe they suffered more than \$2,000 in lost wages may, if they wish, submit a long form claim as described below, providing additional documentation to support a payment greater than \$2,000.

If you submit a short form claim, you will need to provide a Form W-9 and confirm that (1) you are African American, (2) you failed the Background Screening Policy, and (3) after failing you were denied employment, terminated, or suspended by WMATA or a WMATA contractor. Individuals who submit a short form claim will be eligible to receive a payment of \$2,000. A copy of the short form claim and the Form W-9 are attached to this notice and available from the settlement website (www._____.____).

If you submit a long form claim, you will need to confirm that (1) you are African American, (2) you failed the Background Screening Policy, and (3) after failing you were denied employment, terminated, or suspended by WMATA or a WMATA contractor, and you will need to provide a Form W-9 and information and documentation relevant to your claim. This information and documentation will include information about the timing and circumstances when you were denied employment, terminated, or suspended by WMATA or a WMATA contractor, the position at issue, and approximate salary, as well as any evidence of amounts earned in the interim, which will be supported by tax forms, W-2 statements, or sworn declarations. The amount of your approved claim will be based on: (1) when you were denied employment, terminated, or suspended, (2) how much money you may have lost as a result, (3) how much you have earned since that time, (4) the evidence you submit to support your claims, and (5) the total dollar value of all approved claims. Individuals who submit a long form claim with supporting documentation will be eligible to receive the difference between what they could have earned if they had been employed by WMATA or a WMATA contractor for up to two (2) years and what they did earn for a period up to two (2) years, subject to a maximum cap of \$40,000. A copy of the long form claim and Form W-9 are attached to this notice and available from the settlement website (www._____.____).

You cannot submit both a long form claim and a short form claim, or receive both a long form claim payment and a short form claim payment.

In the event:

- you submit a long form claim and would receive less than the short form flat payment (estimated to be \$2,000), you will receive the short form flat payment.
- the total amount of long form claims exceeds the amount available in the Class Claims Fund after all short form claims are paid, then your long form claim would receive a percentage of the remaining Class Claims Fund equal to the amount of your approved claim divided by the total amount of all approved long form claims. For example, if your long form claim was for \$10,000, and the total amount of all approved long form claims is \$100,000, you would receive 10% of the remaining amount in the Class Claims Fund.
- the total amount of long form claims does not exceed the amount available in the Class Claims Fund after all short form claims are accounted for, then each short form claimant shall receive a proportionately increased flat payment in an amount to be determined by the Claims Administrator and Class Counsel, which will be the same for all short form claimants. For example, if the total amount of

short form claims is \$1 million, and the total amount of long form claims is \$2.5 million, such that there is \$1 million remaining in the Class Claims Fund, that \$1 million will be distributed to the short form claimants by proportionately increasing the amount of flat payment that each short form claimant receives.

- the total amount of short form claims exceeds the amount available in the Class Claims Fund, then all claimants (long form and short form) shall receive the same flat payment from the Class Claims Fund, calculated as the amount available in the Class Claims Fund divided by the number of approved claims, as determined by the Claims Administrator and Class Counsel. For example, if the total amount of short form claims (calculated at the estimate of \$2,000 per claim) submitted is \$9 million, which exceeds the amount of the Class Claims Fund, then all claimants (long form and short form) will receive the same flat payment, calculated as the amount available in the Class Claims Fund divided by the number of valid claims; under such circumstances, all claimants (long form and short form) will likely receive less than the \$2,000 estimate for the short form payment.

Tax Treatment. Your claim will be reported on Form 1099 and constitutes taxable income but is not wages. You will be solely responsible for payment of any income or other taxes, interest, or penalties owed with respect to the payment. A payment from the Class Claims Fund shall not constitute nor be considered as compensation for purposes of any applicable benefit, bonus, profit sharing, or pension plans, and you will not be entitled to any additional payments or benefits by reason of that payment.

Bankruptcy. If you filed bankruptcy at any time after the date you were denied employment, suspended, or terminated as a result of the Background Screening Policy, then your settlement check, if any, may be made payable jointly to you and the bankruptcy trustee. If you have filed bankruptcy since the date you were denied employment, suspended, or terminated as a result of the Background Screening Policy, it is your obligation to indicate on your claim form (a) the year your bankruptcy case was filed, (b) the court in which it was filed, and (c) the name of the Trustee. You do not need to provide this information if you do not file a claim in this action.

9. When would I get my benefit?

The Court has given its preliminary approval to the proposed Settlement Agreement. A hearing (the “**Fairness Hearing**”) will be held before the Court at ____ a.m./p.m. on _____, 2018 (or such different or continued date and/or time or location as the Court may, without further notice, direct) to decide whether to give final approval to the Settlement Agreement, whether to approve the above-described payments to Class Representatives and the others identified above, and to deal with such other matters as may properly be before the Court at that time. The hearing will take place in the Courtroom of the Honorable Rosemary M. Collyer, _____.

Any person who does not make an objection in the time and manner provided in Section 16 below will be forever foreclosed from making any objection to the matters described herein, unless otherwise ordered by the Court.

10. What am I giving up to get a benefit or stay in the class?

If the Settlement Agreement is given final approval by the Court, and you have not timely elected to exclude yourself from the Class, all of the Court’s orders in the Lawsuit will apply to you and legally bind you. You

will give up, and not be able to sue, continue to sue, or be a part of, any lawsuit involving Covered Claims (defined below).

The "Covered Claims" that will be released are all known and unknown claims, suits, lawsuits, demands, and causes of action which a member of any certified class (and their respective personal representatives, administrators, heirs, successors and assigns) may have or hold against (a) WMATA, any of its affiliates or employee benefit plans and trusts, and any of its or their respective present or former directors, officers, managers, employees, attorneys, administrators, fiduciaries, and agents (and their respective insurers) arising prior to execution of the Settlement Agreement in any way based upon any facts or claims alleged in the Third Amended Complaint filed in this Lawsuit, or (b) any of the WMATA Parties arising out of or based upon application of, or decisions under or concerning the Background Screening Policy. This release will include, but not be limited to, a release of any claims: (1) under the common and statutory laws and Constitutions of Virginia, Maryland, and the District of Columbia; (2) under Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, 42 U.S.C. §§1981, 1981A, or 1983, the United States Constitution, the Fair Credit Reporting Act and any other federal law, decision, order, or regulation; (3) under any other federal, state or local law, constitution, regulation, statute, order, ordinance, decision, or common law claim concerning discrimination in employment; and (4) for economic and personal injury, emotional distress, penalties, liquidated and punitive damages, injunctive, declaratory and other equitable relief, employment, lost compensation, and costs and attorneys' fees, including, without limitation, any claim for attorneys' fees and/or costs which may arise or accrue by reason of the settlement of the Lawsuit referred to above. All such Covered Claims will be dismissed with prejudice.

The term "WMATA Parties" refers to (a) WMATA and its present and former direct and indirect affiliates and its employee benefit plans and trusts, (b) any WMATA contractor who employed anyone in the Class, or considered a Class member for employment (as to claims by those individual class members only), including but not limited to the named contractor defendants in this Lawsuit (Diamond, First Transit, and EPSI), and their respective shareholders, owners, subsidiaries, employee benefit plans and trusts, and affiliates, (c) all present and former officers, directors, managers, attorneys, agents, employees, benefit plans, administrators, and fiduciaries, of WMATA; and each such person, business or entity, and their respective insurers, successors, and assigns.

Excluding Yourself From The Settlement

11. How do I get out of the settlement?

If you wish to exclude yourself from the Civil Damages Class, you must state in writing your desire to be so excluded and send the same to Class Counsel within the required time period. Your request must include: (i) your full name, telephone number, and current address; (ii) your signature; and (iii) a specific statement that you wish to be excluded from the Civil Damages Class and from participating in the proposed settlement set out in the Settlement Agreement.

Your request must be sent postmarked on or before _____ 2017, addressed to Class Counsel:

John A. Freedman, Esq.
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue, NW
Washington, D.C. 20001

With a copy to WMATA's counsel

Kathleen Kraft, Esq.
THOMPSON COBURN LLP
1909 K Street NW, Suite 600
Washington, D.C. 20006

If you exclude yourself from the Civil Damages Class, you are not eligible to receive any settlement payment as described above, and you will retain the ability to sue for civil damages. However, you will continue to be bound by the Settlement as and to the extent it is applicable to members of the Appendix A Class, the Appendix C Class, and the Appendix F Class.

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

No. Unless you exclude yourself, you give up any right to sue the WMATA Parties for the civil damage claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

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

No. If you exclude yourself from the Civil Damages Class, you get no monetary settlement benefit.

The Lawyers Representing You

14. Do I have a lawyer in this case?

The Court has appointed Erick Little, Timothy McClough, Leroy Quarles, Fitzgerald Stoney, Marcello Virgil, Leon McKenzie, Louia McKenzie, and Gerald Tucker as Class Representatives.

The Court has appointed the following attorneys as "Class Counsel:"

John A. Freedman
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Ave NW
Washington, D.C. 20001

Matthew Handley
Dennis A. Corkery
WASHINGTON LAWYERS' COMMITTEE FOR
CIVIL RIGHTS AND URBAN AFFAIRS
11 Dupont Circle NW, Suite 400
Washington, D.C. 20036

Rachel M. Kleinman
NAACP LEGAL DEFENSE &
EDUCATIONAL FUND, INC.
40 Rector Street, 5th Floor
New York, N.Y. 10006

Ajmel A. Quereshi
NAACP LEGAL DEFENSE &
EDUCATIONAL FUND, INC.
1444 I Street NW, 10th Floor
Washington, D.C. 20005

Class Counsel represent the interests of the Class, and you will not be charged for their services. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorneys' fees.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of \$1.625 million. These funds are to compensate counsel for their out-of-pocket expenses in litigating the case, and to compensate counsel for their efforts.

Class Counsel will ask the Court to approve service award payments in the amount of (a) \$7,500 to each of the Class Representatives, for their service as class representatives, and (b) \$5,000 each to Sidney Davis and Joyce Short, next friend of D.W. as heir to Lawrence Whitted (Davis and Lawrence Whitted each assisted Class Counsel and the Class Representatives in the prosecution of this Lawsuit).

WMATA has agreed not to oppose these fees and expenses which, if approved by the Court, will be paid out of the Class Claims Fund.

Objecting To The Settlement

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

If you wish to object to the proposed settlement or any aspect of it, you may submit an objection and appear at the Fairness Hearing and show cause why the settlement should not be approved as fair, reasonable, and adequate. Any objection to the proposed settlement will be invalid unless it is filed with the Clerk of the Court on or before _____, 2017. When you file the objection, you must mail a copy to Class Counsel and counsel for WMATA.

You must sign your objection personally or by legal counsel. Your objection must state your full name and current address. You must also provide copies of any documents you intend to rely upon, the names and addresses of any witnesses who will appear at the Fairness Hearing, and the name of any counsel representing you. Your objection must state why you object to the proposed Settlement Agreement and any reasons supporting your position.

If you intend to appear in person or through your own attorney at the _____, 2018, Fairness Hearing described in Paragraph 18 below, you must include with your objection a notice of your intention to appear at the hearing and a statement as to who you intend to call as a witness.

You must file your objection with the Clerk of the Court on or before _____, 2017. The address of the Clerk is:

Clerk of the Court
United States District Court for the District of Columbia
E. Barrett Prettyman United States Courthouse
333 Constitution Avenue, NW
Washington, D.C. 20001

You also must mail any objection, along with any notice of intent to appear, to Class Counsel and counsel for WMATA. The address for Class Counsel is:

John A. Freedman, Esq.
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue, NW
Washington, D.C. 20001

The address for counsel representing WMATA in this Lawsuit is:

Kathleen Kraft, Esq.
THOMPSON COBURN LLP
1909 K Street, NW
Suite 600
Washington, D.C. 20006

Any member of one of the classes in this case who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement Agreement. Excluding yourself is telling the Court that you don't want to be part of the Civil Damages Class.

The Court's Fairness Hearing

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

There will be a "Fairness Hearing" to consider approval of the proposed Settlement Agreement on , 2018, beginning at :00 .m., at the United States District Court for the District of Columbia, E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue NW, Washington, D.C. 20001. The hearing may be postponed to a later date without further notice. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement Agreement; whether the Civil Damages Class and the Appendix A, Appendix C, and Appendix F Classes are adequately represented by the Class Representatives and Class Counsel; and whether an order and final judgment should be entered approving the proposed Settlement Agreement. The Court also will consider Class Counsel's motion for an award of attorneys' fees and expenses, application of a payment to the Claims Administrator for costs and expenses associated with claims administration, and the application for an award of service award payments to the Class Representatives, Davis, and Short.

You will be represented at the Fairness Hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing on the fairness of the Settlement Agreement. You will not be personally responsible for attorneys' fees or cost disbursements except those of your own counsel.

In the event the Settlement Agreement is not approved, or the Settlement Agreement is terminated pursuant to its terms for any reason, including but not limited to WMATA or Plaintiffs exercising its or their right to set aside the Settlement Agreement under specified conditions, all orders, findings, and filings entered in connection with the settlement shall become null and void.

19. Do I have to come to the hearing?

No. Class Counsel will represent the class members at the Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 16 above.

If You Do Nothing

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the terms of the Settlement Agreement and the Court's orders, but you will not receive a payment from the Class Claims Fund. And, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit, against any of the WMATA Parties, or their affiliates or successors, about the legal issues in this case, ever again.

Getting More Information

22. Are there more details about the settlement?

This Notice is only a summary of the Lawsuit and the proposed Settlement Agreement. For complete information, you may review the Court's file online at PACER (Public Access to Court Electronic Records) under the case number for this Lawsuit listed above on the first page. You also may contact Class Counsel: _____; Phone _____; Email _____, or visit the website: www._____.com. Any inquiries concerning this Notice should be addressed to Class Counsel.

DO NOT CONTACT THE CLERK OR THE COURT EXCEPT TO REVIEW THE COURT FILE OR THE SETTLEMENT AGREEMENT

DO NOT CONTACT WMATA, WMATA'S COUNSEL, OR ANY SUPERVISOR OR MANAGER AT WMATA ABOUT THIS SETTLEMENT AGREEMENT OR THIS NOTICE

Dated: _____, 2017

EXHIBIT 3-A

CLASS CLAIM LONG-FORM

Erick Little, et al, v. Washington Metropolitan Area Transit Authority, et al.
United States District Court for the District of Columbia
Civil Action No. 1:14-cv-01289-RMC

Must Be Postmarked by _____, 2017

This Class Claim Form was sent to you with the Class Settlement Notice in the above referenced case. If you do not elect to exclude yourself from the Class described in the Class Settlement Notice, and wish to make a claim to the Court for a portion of the Class Claims Fund described in the Class Settlement Notice, then you must complete and return this form **postmarked no later than** _____, **2017**, to the following address:

Little v. WMATA, Class Administrator

[ADDRESS]

Do not submit your claim to the Court.

To be considered for a payment from the Class Claims Fund, you must: (1) complete and sign this form; (2) provide a completed Form W-9; and (3) return this form and the Form W-9 to the Class Administrator postmarked no later than _____, 2017.

SECTION A – CLAIMANT INFORMATION

Your Full Name:

Any other names you have had or used at any time since January 1, 2011:

Street Address:

Telephone:

Email address:

Last 4 Digits of Social Security Number:

SECTION B – CLAIM INFORMATION

- 1. Are you African American? Yes No
- 2. Did you fail the Criminal Background Policy? Yes No
- 3. After failing, were you denied employment, terminated, or suspended by WMATA or a WMATA contractor? Yes No
- 4. Have you declared bankruptcy? Yes No If yes, please fill our Section G on the following page.

SECTION C- VERIFICATION:

I hereby certify **under penalty of perjury** under federal law, that the information and statements I have provided in this Settlement Class Claim Form are true, complete, and correct. I submit to the jurisdiction of the United States District Court for the District of Columbia for purposes of this claim.

Signature

Date: _____

Submission of this claim does not guarantee distribution of settlement funds to you -- funds will be distributed only for approved claims per the terms of the settlement, and no funds will be distributed if the Court does not finally approve the settlement. By signing below, you agree to provide additional information to the Claims Administrator to further support your claim if necessary.

CLASS CLAIM LONG-FORM ADDENDUM

This information is only necessary to submit the Long-Form claim.

If you are filing a Short-Form claim you do not need to provide this information.

To be considered for a payment from the Class Claims Fund under the Long-Form Claim, you must complete the Short-Form Claim and provide the following additional information and documentation, sign the form, and return it postmarked no later than ____ 2017 and provide a Form W-9.

SECTION D – DENIAL OF EMPLOYMENT INFORMATION

1. Provide the name of business (WMATA or the specific WMATA contractor) who denied you employment, terminated or suspended you after you failed a criminal background screening?
2. What position did you hold or apply for?
3. What was your approximate salary or proposed starting salary?
4. What is the approximate date when you were denied employment, terminated, or suspended?

SECTION E – EMPLOYMENT SINCE DENIAL OF EMPLOYMENT

Since the date you were denied employment, terminated, or suspended, have you been employed?

Yes No . If yes, please identify each employer, dates of employment, and approximate earnings.

Employer And Approximate Dates of Employment:

Approximate earnings:

- A.
- B.
- C.
- D.

SECTION F – VERIFICATION OF EARNINGS SINCE DENIAL OF EMPLOYMENT

Please return the following documentation with your claim form:

1. For each year starting with the year in which you were denied or lost employment, provide a copy of your tax returns or any Form W-2s provided from your employers.
2. If you do not have copies of your tax returns or Form W-2s provided from your employers for the years in question, provide a signed statement reading "I hereby certify under **penalty of perjury** under federal law that I do not have copies of my tax returns or Form W-2s" for the relevant years.

SECTION G – BANKRUPTCIES

1. Have you declared bankruptcy? Yes No
2. If yes, provide the following information:
 - A. Year filed:
 - B. Court where the bankruptcy was filed:
 - C. Name of the Bankruptcy Trustee for your case:

EXHIBIT 3-B

CLASS CLAIM SHORT-FORM

Erick Little, et al, v. Washington Metropolitan Area Transit Authority, et al.
United States District Court for the District of Columbia
Civil Action No. 1:14-cv-01289-RMC

Must Be Postmarked by _____, 2017

This Class Claim Form was sent to you with the Class Settlement Notice in the above referenced case. If you do not elect to exclude yourself from the Class described in the Class Settlement Notice, and wish to make a claim to the Court for a portion of the Class Claims Fund described in the Class Settlement Notice, then you must complete and return this form **postmarked no later than** _____, 2017, to the following address:

Little v. WMATA, Class Administrator

[ADDRESS]

Do not submit your claim to the Court.

To be considered for a payment from the Class Claims Fund, you must: (1) complete and sign this form; (2) provide a completed Form W-9; and (3) return this form and the Form W-9 to the Class Administrator postmarked no later than _____, 2017.

SECTION A – CLAIMANT INFORMATION

Your Full Name:

Any other names you have had or used at any time since January 1, 2011:

Street Address:

Telephone:

Email address:

Last 4 Digits of Social Security Number:

SECTION B – CLAIM INFORMATION

- 1. Are you African American? Yes No
- 2. Did you fail the Criminal Background Policy? Yes No
- 3. After failing, were you denied employment, terminated, or suspended by WMATA or a WMATA contractor? Yes No
- 4. Have you declared bankruptcy? Yes No If yes, please fill our Section G on the following page.

SECTION C- VERIFICATION:

I hereby certify **under penalty of perjury** under federal law, that the information and statements I have provided in this Settlement Class Claim Form are true, complete, and correct. I submit to the jurisdiction of the United States District Court for the District of Columbia for purposes of this claim.

Signature

Date: _____

Submission of this claim does not guarantee distribution of settlement funds to you -- funds will be distributed only for approved claims per the terms of the settlement, and no funds will be distributed if the Court does not finally approve the settlement. By signing below, you agree to provide additional information to the Claims Administrator to further support your claim if necessary.

EXHIBIT 3-B

SECTION D – NOT APPLICABLE

SECTION E – NOT APPLICABLE

SECTION F – NOT APPLICABLE

SECTION G – BANKRUPTCIES

1. Have you declared bankruptcy? Yes No
2. If yes, provide the following information:
 - A. Year filed:
 - B. Court where the bankruptcy was filed:
 - C. Name of the Bankruptcy Trustee for your case:

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EXHIBIT 4-A

Today, a class of African-American applicants and employees who were denied employment opportunities by the Washington Metropolitan Area Transit Authority (WMATA) or one of its contractors under a discontinued 2011 criminal background check policy announced that they had reached a settlement with WMATA to resolve their class action lawsuit.

The class action lawsuit, *Little v. Washington Metropolitan Area Transit Authority*, was originally filed in 2014 against WMATA and several WMATA contractors. The suit alleged WMATA's policy violated Title VII of the Civil Rights Act of 1964 because the policy excluded from employment a disproportionate number of African American applicants. The complaint alleged that WMATA's previous criminal background check policy, which automatically barred individuals with certain types of convictions from employment, had a discriminatory impact on African Americans because a disproportionate number of all persons arrested, convicted, and incarcerated in the Washington, D.C. metro region are African American. The complaint further alleged that WMATA's old 2011 policy, which imposed a lifetime disqualification on certain types of criminal convictions, barred workers from employment, even if they had no further contact with the criminal justice system and had held a steady job for decades.

Earlier this year, in response to the allegations in the lawsuit, among other things, WMATA adopted a new policy that provides for individualized assessments of job applicants who have criminal records. Although WMATA did not admit liability, it agreed, as part of the settlement announced today to pay \$6.5 million to affected class members and to maintain its new policy for at least one year. This new policy reduces the criminal offenses that result in automatic disqualification; reduces the list of offenses that result in a presumptive disqualification; and provides applicants who are presumptively disqualified with the opportunity to receive an individual assessment of their overall records.

The plaintiffs were represented by the NAACP Legal Defense and Education Fund, Inc. (LDF), the Washington Lawyers' Committee for Civil Rights and Urban Affairs (WLC) and Arnold & Porter Kaye Scholer LLP (APKS).

"This has been a long and challenging struggle, and we have obtained significant relief for our clients, both in terms of damages as well as in changes to WMATA's employment practices going forward," said Matthew Handley, WLC's Director of Litigation.

"Today's settlement is a clear victory for applicants whose job prospects were impacted by actions they took many years before," said Rachel Kleinman, Senior Counsel at LDF. "WMATA's background check policy was out of step with other jurisdictions and limited opportunities for qualified African-American job applicants."

The use of criminal background checks by employers has grown dramatically over the last several years. With these background checks barring people from being authentically considered for a position for which they may be otherwise qualified, community members and companies are both losing out.

"WMATA's decision to adopt a new policy provides a valuable example for other employers to follow," said John A. Freedman, partner at Arnold & Porter Kaye Scholer LLP. "It represents the promise that individuals seeking employment can and should be assessed on their merits and character, and not automatically disqualified for conduct for which they have already paid their debt to society."

EXHIBIT 4-A

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Consistent with WMATA's past practice, no release will be issued to the media about a settlement. However, when the press or other stakeholders inquire, WMATA will offer / confirm the following:

Exhibit 4-B

"WMATA is confident that its current policy prioritizes the safety of the riding public, including school children who depend on Metrorail and Metrobus daily, while providing a fair assessment of individual qualifications to be considered for employment with the authority. WMATA is a regional leader in providing employment opportunities for African Americans who make up 75% of our workforce."

WMATA will confirm that:

- A settlement was reached in Little v. WMATA.
- The genesis of the complaint was about people denied employment due to their criminal history, based on a discontinued 2011 criminal background screening policy.
- WMATA believes that the background screening policy at issue was a neutral policy adopted for non-discriminatory reasons and it did not adversely impact African Americans. The matter is being settled to avoid the costs and burden associated with continued litigation.
- Earlier this year, WMATA adopted a new background screening policy that provides for individualized assessments of job applicants who have criminal records. The new policy reduces the criminal offenses that result in automatic disqualification; reduces the list of offenses that result in a presumptive disqualification; and provides applicants who are presumptively disqualified with the opportunity to receive an individual assessment of their overall records.