



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 thirty (30) calendar 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 as soon as possible but postmarked no later than March 19, 2018 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 file any such objection by mailing it as soon as possible but postmarked no later than March 19, 2018 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  
Reference: Civil Action No 14-cv-01289-RMC

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; the case number (14-01289-RMC); 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 by personal delivery or regular U.S. mail as soon as possible and must be received by March 8, 2018.

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. The Parties shall submit a Motion for Final Approval on or before April 6, 2018.

9. 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 April 18, 2018, at 10:30 a.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.

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

11. 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.

12. 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.

13. 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.

14. 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:

Date: December 7, 2017

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/s/  
ROSEMARY M. COLLYER  
United States District Judge