

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

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ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

vs.

DOMINO'S PIZZA LLC,

Defendant.

**PLAINTIFFS'  
UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF PROPOSED CLASS ACTION  
SETTLEMENT  
(ORAL ARGUMENT REQUESTED)**

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Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs, by and through their counsel, hereby respectfully move the Court for an Order preliminarily approving the parties' settlement, certifying the proposed classes for settlement purposes only, appoint the Named Plaintiffs as Class Representatives, appoint Nichols Kaster, PLLP as Class Counsel, approve the form and method of notice, and schedule a final fairness hearing.

Defendant Domino's Pizza, LLC does not oppose this Motion.

Dated: March 11, 2013

/s/E. Michelle Drake

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**MEMORANDUM IN SUPPORT OF  
UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF PROPOSED CLASS ACTION  
SETTLEMENT**

Plaintiffs Adrian Singleton and Justin D'Heilly ("Named Plaintiffs") respectfully submit for the Court's consideration and preliminary approval a proposed class action settlement ("Settlement") between Domino's Pizza LLC ("Domino's") and the Named Plaintiffs on behalf of themselves and the members of certain settlement classes defined below (collectively, "Plaintiffs"), which settlement, if approved, would resolve the claims asserted in this litigation. Domino's does not oppose this motion.

**I. INTRODUCTION.**

Named Plaintiff Adrian Singleton filed this lawsuit on July 1, 2011, individually and purportedly as a representative of the putative classes. *ECF No. 1*. Plaintiffs later filed a First Amended Class Action Complaint, adding Justin D'Heilly as a Named Plaintiff. *ECF No. 19*. Plaintiffs have asserted causes of action against Domino's based on alleged violations of the Fair Credit Reporting Act ("FCRA"). *Id., passim*.

After litigating the case for over a year, the parties entered into mediated arms-length settlement negotiations, and reached a compromise in principle of this matter on a class basis on or about September 24, 2012, which was memorialized in a non-binding term sheet signed by counsel for Plaintiffs and Domino's on or about November 12, 2012. The parties thereupon

negotiated the attached proposed final Settlement Agreement, which was executed on or about March 7, 2013. *See Exhibit 1.*<sup>1</sup>

The Settlement terms negotiated by the parties are fair, adequate, and reasonable. The Settlement provides for distribution to all class members of a detailed but easy-to-read Short Form Class Notice and Claim Form, as well as access to a Long Form Class Notice, a website containing further information regarding the settlement, and a toll-free number for inquiries; prompt and meaningful relief to Plaintiffs; attorneys' fees and costs; and a stipend in recognition of the Named Plaintiffs' service to the Classes.

Through this unopposed motion, Plaintiffs seek the Court's preliminary approval of the Settlement Agreement, and request that the Court provisionally certify for settlement purposes three nationwide classes ("Settlement Classes" or "Classes"), the members of which would receive notice of the Settlement and an opportunity to opt-out or object. The proposed Settlement satisfies all criteria for preliminary approval of a class action settlement in the Fourth Circuit. Accordingly, Plaintiffs respectfully request that the Court initiate the settlement approval process by: (1) granting preliminary approval to the proposed Settlement; (2) provisionally certifying the proposed Settlement Classes; (3) approving the proposed forms of notice; (4) apprising Plaintiffs of their right to opt out or object to the Settlement; and (5) scheduling the final fairness hearing.

## **II. BACKGROUND.**

This class action lawsuit was filed on July 1, 2011. *ECF No. 1.* Domino's moved to dismiss the complaint for failure to state a claim on August 15, 2011 (ECF No. 13) and Plaintiffs filed a First Amended Class Action Complaint (the "Complaint") on September 2, 2011 (ECF

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<sup>1</sup> All Exhibits are attached hereto to the Declaration of E. Michelle Drake ("Drake Decl.").

No. 19). In the Complaint, Plaintiffs asserted three causes of action against Domino's under the FCRA. *ECF No. 19* ¶¶ 62-78. Two counts relate to Domino's alleged use of a pre-employment Background Investigation and Consent Form that Plaintiffs contend violates the FCRA and Domino's alleged procurement of consumer reports (as defined by the FCRA) for certain Plaintiffs on the basis of that form. *Id.* ¶¶ 68-78. The third count relates to alleged adverse employment actions (as defined by the FCRA) taken by Domino's against certain Plaintiffs based, in whole or in part, on information contained in a consumer report, allegedly without providing those Plaintiffs notice and a copy of such report in advance of such adverse action. *Id.* ¶¶ 62-67.

Domino's filed a second motion to dismiss on September 26, 2011. *ECF No. 22*. The Court denied Domino's motion to dismiss in an opinion and order issued on January 25, 2012. *ECF No. 26*. Domino's answered the First Amended Class Action Complaint on February 8, 2012. *ECF No. 34*. The parties then exchanged discovery, including initial disclosures, interrogatories, and requests for production. At all times, Domino's has denied Plaintiffs' allegations and has denied that it has any liability to Plaintiffs under the FCRA.

On August 13, 2012, the Court granted the parties' joint motion for a temporary stay pending mediation. *See ECF Nos. 44-45*. Domino's produced hundreds of documents to Plaintiffs, after which the parties mediated this matter through arm's-length negotiations on September 24, 2012, with the aid of a third-party mediator (Jerry Roscoe of JAMS) and the participation of a representative of Domino's insurance carrier. At the conclusion of this full-day mediation, the parties reached a compromise contingent upon the negotiation and execution by the parties of a final agreement. On October 15, 2011, the parties informed the Court that they

had reached a contingent agreement (ECF No. 47) and the Court entered an additional stay until November 30, 2012 to afford the parties time to finalize a settlement agreement. *ECF No. 48.*

The parties memorialized their contingent agreement in a non-binding term sheet signed by counsel for Plaintiffs and Domino's on or about November 12, 2012. The Court subsequently extended the temporary stay to March 11, 2013. *ECF Nos. 54, 56, 58, 60.* Counsel for Plaintiffs and Domino's executed the Settlement Agreement proposed for the Court's consideration on or about March 7, 2013. Throughout the period of the stay, counsel have vigorously negotiated all aspects of the settlement agreement. These negotiations have entailed numerous emails, multiple phone conferences, and the exchange of a series of drafts of the final agreement.

### **III. PROPOSED SETTLEMENT.**

The details of the Settlement are contained in the Settlement Agreement signed by the parties, a copy of which is attached as Exhibit 1 to the Declaration of E. Michelle Drake. For purposes of preliminary approval, the following summarizes the terms of the Settlement Agreement:

#### **A. Settlement Classes.**

The Settlement Agreement defines three Settlement Classes, in all cases expressly excluding persons encompassed by 15 U.S.C. §§ 1681b(b)(2)(C)(i) and/or 1681b(b)(3)(C)(i).<sup>2</sup> Composition of the Classes in all cases shall be based upon Domino's records. An individual person may belong to multiple Settlement Classes.

**1. Applicant Class.** The "Applicant Class" shall include all applicants for employment with Domino's who executed a Background Investigation and Consent Form

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<sup>2</sup> These provisions pertain to persons who apply for positions over which the Secretary of Transportation has power to establish qualifications and maximum hours of service (e.g., long-haul truck drivers). *See* 15 U.S.C. §§ 1681b(b)(2)(C)(i) and/or 1681b(b)(3)(C)(i). The FCRA imposes different requirements with respect to such persons.

containing a liability release, and for whom, on the basis of such form, Domino's procured or caused to be procured one or more pre-employment consumer reports, as defined by the FCRA, on or after July 1, 2009.

**2. Multiple MVR Check Class.** The "Multiple MVR Check Class" shall include all Domino's employees for whom, on or after July 1, 2009, but prior to such person's executing any FCRA disclosure and consent form that did not contain a liability release, Domino's procured or caused to be procured during their employment a consumer report containing motor vehicle records based upon a Background Investigation and Consent Form containing a liability release (each such report shall be a "Claimable MVR Check").

**3. Adverse Action Class.** The "Adverse Action Class" shall include all Domino's applicants or employees subjected by Domino's since July 1, 2009 to an adverse employment action (as defined by the FCRA) and for whom, in advance of such action, a pre-adverse action notice and a copy of the consumer report based upon which the adverse action was taken was not sent by Domino's.

**B. Benefits to the Settlement Classes.**

Under the Settlement Agreement, Domino's shall contribute \$2,500,000 to a Settlement Fund, to be distributed, after payment of attorneys' fees and expenses and settlement administration expenses, *pro rata* to Plaintiffs who timely make a claim. Members of the Applicant Class and Adverse Action Class shall receive a single proportionate share of the Settlement Fund for each Settlement Class of which they are a member, and members of the Multiple MVR Check Class shall receive as many proportionate shares of the Settlement Fund as the number of Claimable MVR Checks performed for such Plaintiffs. For purposes of the *pro rata* calculation, shares in the Applicant Class and Adverse Action Class shall be weighted at

1.25 times each share of the Multiple MVR Check Class. Applicant Class and Adverse Action Class claim shares shall be capped at \$250 per claimant, and Claimable MVR Checks shall be capped at \$200 per Claimable MVR Check. Thus, for example, if an individual were a member of the Applicant Class and also a member of the Multiple MVR Check Class, with two Claimable MVR Checks performed as to such person, that individual would be eligible to receive settlement proceeds of up to \$650 (\$250 as an Applicant Class member, and \$200 for each Claimable MVR Check), depending upon participation in the Settlement.

**C. Settlement Notice and Claim Procedures.**

The parties have agreed that Kurtzman Carson Consultants, LLC (“KCC”), an independent third party, will administer the Settlement (the “Settlement Administrator”). All fees and expenses charged by the Settlement Administrator shall be paid directly from the Settlement Fund. Within forty-five (45) days of the Court’s preliminary approval of the Settlement Agreement (a proposed order is attached to the Settlement Agreement as Exhibit A), the Settlement Administrator shall mail the Short Form Class Notice and Claim Form, attached to the Settlement Agreement as Exhibit B, by U.S. mail to all Plaintiffs—i.e., to all members of each of the Settlement Classes, as identified from Domino’s records. The Short Form Class Notice and Claim Form shall apprise Plaintiffs of the existence of the Settlement and of their eligibility to recover a portion of the settlement proceeds. The Short Form Class Notice and Claim Form shall notify each Plaintiff of the Settlement Class(es) to which he or she belongs<sup>3</sup>, shall include the deadline for postmarking the Claim Form, and shall identify a toll free-number for the Settlement Administrator, as well as identify a website, to be established and maintained

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<sup>3</sup> Each Short Form Notice and Claim Form will be tailored to reflect the specific Settlement Class(es) to which each Plaintiff belongs, as reflected by Domino’s records, prior to mailing.

by the Settlement Administrator, that will include the Long Form Class Notice, attached to the Settlement Agreement as Exhibit C.

The Long Form Class Notice shall inform Plaintiffs of: (1) the material terms of the Settlement; (2) their right to object and how to do so; (3) their right to exclude themselves by opting out and how to do so; (4) that they will be bound by the Settlement if they do not opt out; (5) the deadline by which the Claim Form must be postmarked; (6) the date, time and location of the final fairness hearing scheduled by the Court; and (7) that the Court retains the right to reschedule the final fairness hearing without further notice.

Each Plaintiff who wishes to file a claim for payment under the Settlement Agreement must complete and submit to the Settlement Administrator a completed Claim Form. Completed Claim Forms must be postmarked no later than sixty (60) days after the mailing of the Short Form Class Notice and Claim Form. Any Plaintiff shall have the right to be excluded from (i.e., to “opt out” of) the Settlement Classes. On or before the opt-out deadline established by the Court (but no more than 30 days after the mailing date of the Short Form Notice and Claim Form), each Plaintiff electing to opt out of the Settlement must deposit in the U.S. mail written notice addressed to the Settlement Administrator, indicating his or her name and address and that he or she desires to be excluded from the Settlement Classes.

**D. Class Action Fairness Act Notice.**

Domino’s will cause notice of the proposed settlement to be served upon State officials as required by the Class Action Fairness Act of 2005 (“CAFA”). Within ten days of the filing of this Motion, Domino’s will serve upon the appropriate State official of each State in which a Plaintiff resides and the United States Attorney General, a notice of the proposed settlement, in accordance with 28 U.S.C. § 1715, and will file a notice of compliance with the Court.

**E. Attorneys' Fees and Expenses.**

Plaintiffs intend to seek an order from the Court awarding to Plaintiffs' Counsel attorneys' fees in an amount not to exceed thirty percent (30%) of the Settlement Fund and customary, reasonable and documented out-of-pocket expenses in the amount they were incurred, to be paid directly from the Settlement Fund. Plaintiffs will provide Domino's with documentation of all claimed costs for review and verification. Domino's does not oppose Plaintiffs' contemplated requests.

**F. Incentive Award to Class Representatives.**

Plaintiffs further intend to seek an order from the Court awarding the Named Plaintiffs \$2,500 each, to be paid directly from the Settlement Fund, as consideration for their acting as Named Plaintiffs in this litigation, and as consideration for the general release they are giving Domino's pursuant to the Settlement Agreement. Domino's does not oppose Plaintiffs' contemplated request.

**G. *Cy Pres* Charitable Donation.**

Any amounts remaining in the Settlement Fund after deduction of all amounts required for administration costs, attorneys' fees and expenses, and incentive awards to class representatives, and after the expiration date for all checks issued as distributions of settlement proceeds shall be divided equally between Domino's and a *cy pres* charitable donation. One half of such *cy pres* donation shall be given to each of the Center for Employment Opportunities and St. Jude Children's Research Hospital, beneficiaries selected and approved by Plaintiffs and Domino's.

**IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASSES.**

Rule 23 allows courts to certify a class or classes conditionally or provisionally, for purposes of effectuating a settlement. *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 793-94 (3rd Cir. 1995). To certify a class, the court must find that the prerequisites of Rule 23(a) are met, and that the case falls within at least one of the categories listed in Rule 23(b). The same standards generally apply where certification is sought for settlement purposes only, although issues of manageability at trial are not relevant.<sup>4</sup> *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). If a court determines that a settlement class should be provisionally certified, the court first determines whether to preliminarily approve the proposed settlement and find that notification to the settlement classes is appropriate, and then, at a later date, conducts a final fairness hearing at which all interested parties may be heard, after which the court decides whether the proposed settlement is fair, adequate, and reasonable. *See Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 855 F. Supp. 825, 828 (E.D.N.C. 1994). Ultimately, approval of a class settlement is committed to the discretion of the district court. *See In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991).

**A. Rule 23(a) Requirements.**

Under Rule 23(a), one or more persons may sue as representative parties on behalf of a class if: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

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<sup>4</sup> Domino's agrees that certification of the Settlement Classes is proper for purposes of settlement only. *See Exhibit 1 at ¶ 40.*

There is no “mechanical test” for numerosity, *Kelly v. Norfolk & W. Ry. Co.*, 584 F.2d 34, 35 (4th Cir. 1978), but courts in this Circuit have held that joinder is impracticable where a class includes hundreds of potential claimants, as well as where there are fewer than 100 members. *See, e.g., Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir.1984) (certifying class of 74); *In re Titanium Dioxide Antitrust Litig.*, 284 F.R.D. 328, 337 (D. Md. 2012) (certifying class of hundreds). Because Domino’s records indicate that there are more than ten thousand persons in each of the Applicant and MVR Check Classes, and more than 1000 individuals in the Adverse Action Class, each of the Settlement Classes is too numerous for joinder to be practicable.

The commonality, typicality, and adequacy of representation elements “are similar and overlapping.” *Stanley v. Cent. Garden and Pet Corp.*, --- F. Supp. 2d ---, 2012 WL 4127619, at \*11 (D. Md. 2012). “Commonality requires the plaintiff to demonstrate that the class members have suffered the same injury,” and that their common complaint “is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011). Similarly, a class meets the typicality requirement where the claims of the class members are “fairly encompassed by the class representative’s claims.” *Stanley*, --- F. Supp. 2d ---, 2012 WL 4127619, at \*11. In other words, the “representative party’s interest in prosecuting his own case must simultaneously tend to advance the interests of the absent class members.” *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006). Here, the claims of Named Plaintiffs Singleton and D’Heilly arose from the same alleged set of facts as those of the absent settlement class members (*i.e.*, the content of Domino’s consent form,

Domino's alleged failure to provide pre-adverse action notice, and whether Domino's conduct was willful).

Finally, "a plaintiff's interests must not be opposed to those of other class members and the plaintiffs' attorneys must be qualified, experienced, and able to conduct the litigation." *Stanley*, --- F. Supp. 2d ---, 2012 WL 4127619, at \*11. There is no indication that the interests of the Named Plaintiffs are opposed to the interests of the absent settlement class members, nor that there is a conflict of interest between them. Moreover, Plaintiffs' Counsel are experienced and qualified to represent the Settlement Classes in this matter. A copy of Plaintiffs' Counsel's firm resume is attached to the Declaration of E. Michelle Drake as Exhibit 2.

**B. Rule 23(b)(3) Requirements.**

The Settlement contemplates provisional class certification under Rule 23(b)(3). If the elements of Rule 23(a) are satisfied, then a class action may be certified so long as the Court finds that certain other requirements under Rule 23(b)(3) are met: (1) questions of law or fact common to class members predominate over any questions affecting only individual members, and (2) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(b)(3).

First, the "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods.*, 521 U.S. at 623. Predominance is similar to but "far more demanding" than the commonality requirement. *Id.* at 623–24. To meet the predominance requirement, elements of the legal claim must be "capable of proof at trial through evidence that is common to the class rather than individual." *In re Titanium Dioxide*, 284 F.R.D. at 340 (internal quotation marks omitted). The central issues in this litigation are

common among Plaintiffs, and the elements of Plaintiffs' claims could be shown at trial through common evidence.

Second, "[t]he superiority requirement ensures that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." *Thorn v. Jefferson–Pilot Life Ins. Co.*, 445 F.3d 311, 319 (4th Cir. 2006). Here, common issues predominate among the Settlement Classes, and the individual monetary claims of the Settlement Classes are relatively small, therefore providing little incentive for individual lawsuits. Accordingly, Plaintiffs request that the Settlement Classes be provisionally certified for the purposes of settlement.

#### **V. PRELIMINARY APPROVAL OF THE SETTLEMENT**

There is a strong policy within this Circuit favoring resolution of litigation prior to trial. *See Crandell v. U.S.*, 703 F.2d 74, 75 (4th Cir. 1983) ("Public policy, of course, favors private settlement of disputes."); *S.C. Nat'l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) ("The voluntary resolution of litigation through settlement is strongly favored by the courts."). This is particularly true in class actions, which typically involve complex disputes, and where settlement "minimizes the litigation expenses of both parties and also reduces the strains such litigation imposes upon already scarce judicial resources." *S.C. Nat'l Bank*, 749 F. Supp. at 1423 (quoting *Armstrong v. Bd. of School Directors*, 616 F.2d 305, 313 (7th Cir. 1980) (internal quotation marks omitted)).

The primary concern for the Court in reviewing a proposed class settlement is to ensure that class members have received sufficient consideration in settlement negotiations. *Jiffy Lube*, 927 F.2d at 158. At the preliminary approval stage, the Court must render a determination as to the fairness, adequacy, and reasonableness of the settlement terms. *Id.*; Fed. R. Civ. P. 23(e)(2).

As explained in detail below, the Fourth Circuit has set forth a multi-factor analysis for determining whether a settlement is “fair” and “adequate.” *Jiffy Lube*, 927 F.2d at 158-59. Ultimately, to approve a settlement as “fair” and “adequate,” the Court must be satisfied that the proposed settlement is “within the range of possible approval.” *Horton*, 855 F. Supp. at 827 (citing *In Re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983) (internal quotation marks omitted)). For the following reasons, the Settlement is fair, adequate, and reasonable, and within the range of possible approval.

**A. The Settlement Is Fair.**

A class settlement is fair if it “was reached as a result of good faith bargaining at arm’s length, without collusion.” *Jiffy Lube*, 927 F.2d at 159. In the Fourth Circuit, courts should consider the following factors when analyzing a proposed class settlement for fairness: (1) the posture of the case at the time the proposed settlement was reached; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the type of case at issue. *Id.* at 158-59.

In this case, the proposed Settlement was reached only after vigorous litigation by the parties, and arm’s-length settlement negotiations between experienced counsel on both sides. The parties litigated this case for more than a year before reaching the proposed Settlement. They briefed two motions to dismiss, and Plaintiffs filed an amended complaint, which Domino’s answered. They engaged in formal discovery, serving and responding to interrogatories and requests for production, and Domino’s produced voluminous documents to Plaintiffs in the context of settlement negotiations. *See Whitaker v. Navy Fed. Credit Union*, Civ No. RDB 09-cv-2288, 2010 WL 3928616, at \*3 (D. Md. Oct. 4, 2010) (settlement was fair where parties had briefed two motions to dismiss and conducted investigations in the context of

settlement negotiations). The parties' settlement negotiations were adversarial, and took place over a full day with the aid of an experienced third-party mediator on September 24, 2012. These discussions continued post-mediation for months. Finally, counsel in this case are experienced in class action litigation, including matters concerning employment disputes, consumer protection, and the FCRA.

**B. The Settlement Is Adequate and Reasonable.**

In assessing the adequacy of a proposed settlement, the Court should consider: (1) the relative strength of Plaintiffs' case on the merits, (2) the existence of any difficulties of proof or strong defenses Plaintiffs are likely to encounter if the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of Domino's and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement. *Jiffy Lube*, 927 F.2d at 159. Together, these factors weigh in favor of the adequacy of the proposed Settlement.

The first and second factors "compel the Court to examine how much the class sacrifices in settling a potentially strong case in light of how much the class gains in avoiding the uncertainty of a potentially difficult case." *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 256 (E.D. Va. 2009). In the present case, Plaintiffs' ability to demonstrate liability under the FCRA is not a certainty. First, it is significant that the propriety under FCRA of Domino's Background Investigation and Consent Form, which includes a liability release, is subject to significant legal debate. There is no controlling legal authority on the issue. Plaintiffs' and Domino's have each invoked authority which they contend supports their respective positions. *See, e.g., E.E.O.C v. Video Only, Inc.*, No. 06-1362, 2008 WL 2433841, at \*11 (D.Or. June 11, 2008) (finding consent form was not a stand-alone form in accordance with the FCRA because it was "part" of a job

application); *Burghy v. Dayton Racquet Club, Inc.*, 695 F. Supp. 2d 689, 695-700 (D.S. Ohio 2010) (considering a consent form containing a liability release and finding it acceptable under the FCRA). Plaintiffs therefore face uncertainty as to their ultimate likelihood of success in proving that Domino's form contravenes the requirements of the FCRA.

Furthermore, Plaintiffs have pursued causes of action under the FCRA only on the basis of Domino's alleged willful noncompliance. The FCRA is not a strict liability statute. *Dalton v. Capital Associated Indus.*, 257 F.3d 409, 417 (4th Cir. 2001). A FCRA plaintiff can recover only where the defendant has acted negligently or willfully, and where the defendant's violation was at most negligent, recovery is limited to actual damages. *See* 15 U.S.C. §§ 1681n(a)(1), 1681o(a)(1). Because they do not allege any actual damages, Plaintiffs must show not only that Domino's violated the FCRA, but that it did so willfully. Plaintiffs expect that if the matter were litigated, Domino's would vigorously contest the question of willfulness, including with the argument that Domino's interpretation of its statutory obligations was objectively reasonable, and therefore that any violation necessarily was not willful under the FCRA. *See Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 69 (2007) ("a company subject to FCRA does not act in reckless disregard . . . unless the [challenged] action is not only a violation under a reasonable reading of the statute's terms, but shows that the company ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless."). Given the inherently factual nature of a willfulness determination, the outcome of Plaintiffs' claims cannot be certain. *See Domonoske v. Bank of Am.*, 790 F. Supp. 2d 466, 474 (W.D. Va. 2011) (approving final settlement in the FCRA context and observing that "proof of willfulness seems an onerous task with a highly uncertain outcome"); *Smith v. HireRight Solutions, Inc.*, 711 F. Supp. 2d 426, 434

(E.D. Pa. 2010) (“whether an act was done with knowing or reckless disregard for another’s rights remains a fact-intensive question”).

The third factor, which weighs the proposed settlement in light of the time and expense of further litigation, is “based on a sound policy of conserving the resources of the Court and the certainty that unnecessary and unwarranted expenditure of resources and time benefits all parties.” *Mills Corp.*, 265 F.R.D. at 256 (internal quotation marks and alterations omitted). Absent settlement in this case, multiple stages of litigation remain that would be time-consuming and costly. To date, the parties vigorously have litigated two motions to dismiss and, at the very least, will need to engage in further fact and expert discovery, as well as brief class certification and summary judgment before getting to trial. Moreover, the fourth and fifth factors are neutral, as Domino’s is solvent and there has been no objection to the proposed settlement at this date.

Finally, the Settlement is reasonable. There is a “strong initial presumption that the compromise is fair and reasonable.” *Mills Corp.*, 265 F.R.D. at 258 (internal quotation marks omitted). The Settlement is the product of arm’s-length negotiation between sophisticated and experienced counsel, and stands to provide class members who submit claim forms with significant pecuniary benefits for the alleged violations of the FCRA. The Settlement provides for caps on individual claims which exceed the statutory minimum, and provides a recovery which is well in line with settlements that have received preliminary approval in similar circumstances. There are approximately 46,000 class members, divided as follows among the three settlement classes:

1. *Applicant Class* (approximately 42,000 members);
2. *Multiple MVR Check Class* (approximately 15,000 members, representing approximately 43,000 MVR re-checks, many of whom also fall into the Applicant Class);
3. *Adverse Action Class* (approximately 1,200 members).

On a gross basis, therefore, the Settlement Fund provides for a recovery of approximately \$54 per class member. If requested attorneys' fees are awarded, this amount will be approximately \$38 per class member. Given that the settlement provides immediate relief and avoids the risks attendant in litigation, this represents a reasonable settlement discount where statutory damages are capped at between \$100 and \$1,000 per violation. Moreover, the caps on individual class member recovery—\$250 per claim for Applicant Class claims and Adverse Action Class claims, and \$200 per claim for Multiple MVR Check Class claims—are set at a level which is appropriately calibrated with a goal of paying out all settlement funds to the class after subtracting attorneys' fees, reasonable and documented expenses, and administration costs, while avoiding unreasonably large payments to individual class members. Rather than treating all class members identically regardless of the number of claims possessed and the nature of such claims, the proposed settlement properly provides additional recovery amounts to class members who possess claims under more than one class, and distinguishes higher and lower valued claims. The per class member caps in this settlement are well in line with per class member settlement amounts in similar cases under the FCRA. *See, e.g. Hunter v. First Transit, Inc.*, Nos. 1:09-cv-06178 and 1:10-cv-07002 (N.D. Ill. Mar. 23, 2011) (individuals subject to an unauthorized employment related background check and denied pre-adverse action notice estimated to receive between \$150 and \$300 each); *Marino v. The U.D. Registry, Inc.*, No. 05-cv-2268, 2006 WL 1687026 (E.D. Pa. June 14, 2006) (settlement involving \$100 per class member where Defendant failed to provide free copy of consumer report). The Settlement therefore is within the range of possible approval.

**VI. NOTICE**

Pursuant to Rule 23(e)(1), the Court “must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement. Rule 23(c)(2)(B) sets forth the notice that must be sent to members of a Rule 23(b)(3) class:

- (B) For (b)(3) Classes. For any class certified under Rule 23(b)(3), the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language:
  - (i) the nature of the action;
  - (ii) the definition of the class certified;
  - (iii) the class claims, issues, or defenses;
  - (iv) that a class member may enter an appearance through an attorney if the member so desires;
  - (v) that the court will exclude from the class any member who requests exclusion;
  - (vi) the time and manner for requesting exclusion; and
  - (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

The proposed forms of notice to the Settlement Classes, attached as Exhibits B and C to the Settlement Agreement, satisfy each of the requirements listed in Rule 23(c)(2)(B). The parties have negotiated a notice process that counsel expects will reach the vast majority of Plaintiffs: the Short Form Notice and Claim Form will be sent via U.S. mail to each Plaintiff identified from Domino’s records, with the Settlement Administrator running all addresses through its customary databases, including the United States Postal Service National Change of Address database, to identify any available forwarding information. To the extent a notice is returned with a forwarding address, the Settlement Administrator will re-mail the notice to the forwarding address.

The notices proposed in this matter were prepared to mirror the model notices provided by the Federal Judicial Center, and provide accurate and informative information about the settlement, in plain English. In addition, in accordance with the CAFA, Domino's will cause notice of the proposed settlement to be served upon the appropriate State official of each State in which a Plaintiff resides and the United States Attorney General.

**VII. FINAL FAIRNESS HEARING**

The last step in the settlement approval process is a final fairness hearing at which the Court may hear all evidence and argument necessary to make its settlement evaluation. Following the hearing, the Court will determine whether the Settlement should be approved, and whether to enter a final order and judgment under Rule 23(e). The parties request that the Court set a date for a hearing on final approval at its earliest convenience, but not less than seventy-five (75) days after the mailing of the Short Form Notice and Claim Form, and not less than ninety (90) days after Domino's serves the appropriate notice under CAFA.<sup>5</sup>

**VIII. CONCLUSION**

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval to the proposed Settlement, provisionally certify the proposed settlement Classes, approve the proposed forms of notice, apprise Plaintiffs of their right to opt out or object to the Settlement, and schedule the final fairness hearing.

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<sup>5</sup> The Settlement envisions that the Short Form Notice and Claim Form will be mailed within forty-five (45) days of entry of an Order preliminarily approving the Settlement by the Court.

Dated: March 11, 2013

/s/E. Michelle Drake

Kai H. Richter (*pro hac vice*)  
Rebekah L. Bailey (*pro hac vice*)  
E. Michelle Drake (*pro hac vice*)  
Paul J. Lukas (*pro hac vice*)  
Anna P. Prakash (*pro hac vice*)  
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/s/Alane Tempchin

Alane Tempchin (Bar No. 14780)  
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**ATTORNEYS FOR PLAINTIFFS**

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

---

ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

**DECLARATION OF E. MICHELLE DRAKE**

vs.

DOMINO'S PIZZA LLC,  
Defendant.

---

I, E. Michelle Drake, declare the following:

1. I am one of the attorneys representing Plaintiffs Adrian Singleton and Justin D'Heilly in the above-captioned action. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the parties' Settlement Agreement, with Exhibits.

3. Attached hereto as **Exhibit 2** is a true and correct copy of Nichols Kaster, PLLP's firm resume.

4. Attached hereto as **Exhibit 3** is a true and correct copy of the court's preliminary approval order in *Hunter v. First Transit, Inc.*, Nos. 1:09-cv-06178 and 10-cv-7002 (E.D. Ill. March 15, 2011).

5. I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 11, 2013

/s/ E. Michelle Drake

E. Michelle Drake

# Exhibit 1

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

---

ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

vs.

DOMINO'S PIZZA LLC,

Defendant.

---

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into, by and among plaintiffs Adrian Singleton and Justin D’Heilly (“Named Plaintiffs”), on behalf of themselves and the members of certain settlement classes defined below (collectively, “Plaintiffs”), and Domino’s Pizza LLC (“Domino’s”), which classes the Named Plaintiffs shall be deemed for purpose of this Settlement Agreement to represent.

**RECITALS**

WHEREAS, on or about July 1, 2011, Named Plaintiff Adrian Singleton filed a lawsuit styled *Adrian Singleton, individually and as a representative of the classes v. Domino’s Pizza LLC*, Case No. 11-1823, in the United States District Court for the District of Maryland (the “Litigation”);

WHEREAS, on or about September 2, 2011, Named Plaintiffs filed a First Amended Class Action Complaint, adding Justin D’Heilly as a Named Plaintiff;

WHEREAS, Plaintiffs have asserted causes of action against Domino’s based on alleged violations of the Fair Credit Reporting Act (“FCRA”) relating to (a) Domino’s alleged use of a Background Investigation and Consent Form that contained a liability release, which Plaintiffs

contend violates the FCRA, and Domino's procurement of consumer reports for certain Plaintiffs on the basis of that form, and (b) alleged adverse employment actions (as defined by the FCRA) taken by Domino's against certain Plaintiffs based, in whole or in part, on information contained in a consumer report, without providing those Plaintiffs notice and a copy of such report in advance of such adverse action;

WHEREAS, Plaintiffs and Domino's mediated the claims alleged in the Litigation with mediator Jerry Roscoe on September 24, 2012, through arm's-length negotiations;

WHEREAS, on September 24, 2012, the parties reached a compromise in principle of the Litigation on a class basis, contingent upon the negotiation and execution by the parties of a final agreement that is approved by the Court, which was subsequently memorialized in a term sheet signed by counsel for Plaintiffs and by Domino's;

WHEREAS, Domino's denies that it has engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been or could have been alleged against it in the Litigation, denies that the claims asserted by Plaintiffs are suitable for class treatment other than for settlement purposes, denies that it has any liability whatsoever, but has agreed to this Settlement Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations;

WHEREAS, all counsel who have represented Plaintiffs and the Settlement Classes defined below in connection with the Litigation ("Plaintiffs' Counsel") are aware that Domino's has defenses to Plaintiffs' allegations and causes of action upon which it might prevail, and that as a result Plaintiffs and the Settlement Classes might not receive any benefit or consideration for the claims that have been asserted in the Litigation;

WHEREAS, based upon their analysis and evaluation of a number of factors, Plaintiffs' Counsel recognize the substantial risks of continued litigation and delays, including the likelihood that the claims in the Litigation, if not settled now, might not result in any recovery whatsoever for the Settlement Classes;

WHEREAS, Plaintiffs' Counsel have conducted a thorough study and investigation of the law and facts relating to the claims that were asserted and that could have been asserted in the Litigation, as well as a thorough study and investigation of the scope and identity of the Settlement Classes, and have concluded, taking into account the benefits of this Settlement, as defined below, and the risks and delays of further litigation, that this Settlement is fair and reasonable and in the best interests of the Settlement Classes;

WHEREAS, subject to the approval of the Court, the parties wish to terminate the Litigation and effect a compromise (the "Settlement");

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned parties that the claims asserted in the Litigation shall be settled, compromised, and released, subject to the approval of the Court, upon and subject to the following terms and conditions:

**THE SETTLEMENT CLASSES AND ADMINISTRATION**

1. There are three settlement classes (the "Settlement Classes") as defined below. The Settlement Classes shall not include persons encompassed by 15 U.S.C. §§ 1681b(b)(2)(C)(i) and/or 1681b(b)(3)(C)(i). Composition of the Settlement Classes in all cases shall be based exclusively upon Domino's records. An individual person may belong to multiple Settlement Classes.

- a. The “Applicant Class” shall include all applicants for employment with Domino’s who executed a Background Investigation and Consent Form containing a liability release, and for whom, on the basis of such form, Domino’s procured or caused to be procured one or more pre-employment consumer reports, as defined by FCRA, on or after July 1, 2009;
- b. The “Multiple MVR Check Class” shall include all Domino’s employees for whom, on or after, July 1, 2009, but prior to such persons’ executing any FCRA disclosure and consent form that did not contain a liability release, Domino’s procured or caused to be procured during their employment a consumer report containing motor vehicle records based upon a Background Investigation and Consent Form containing a liability release (each such report shall be a “Claimable MVR Check”); and
- c. The “Adverse Action Class” shall include all Domino’s applicants or employees subjected by Domino’s since July 1, 2009, to an adverse employment action (as defined by the FCRA) for whom, in advance of such action, a pre-adverse action notice and/or a copy of the consumer report based upon which the adverse notice was taken was not sent by Domino’s.

2. The parties have agreed that Kurtzman Carson Consultants, LLC (“KCC”) an independent third party, will administer the Settlement (“Settlement Administrator”). The parties agree that the Settlement Administrator shall be an independent contractor, and not the agent of any party or any party’s counsel. All fees and expenses charged by the Settlement Administrator shall be deducted from the Settlement Fund, as defined below.

**THE PRELIMINARY APPROVAL ORDER**

3. As soon as practicable after the execution of this Settlement Agreement, Plaintiffs shall present this Settlement Agreement to the Court and request by unopposed motion that the Court enter a Preliminary Approval Order substantially in the form of Exhibit A, attached hereto, which shall accomplish the following:

- a. Find that the requirements of the Federal Rules of Civil Procedure and any other requirements for certification of a settlement class have been satisfied, and certify the Settlement Classes;
- b. Provide that the Settlement shall apply to the Settlement Classes;
- c. Preliminarily approve the Settlement Agreement as fair, reasonable, and adequate;
- d. Find that the class notice procedure set forth below satisfies the requirements of due process and applicable law and procedure;
- e. Apprise Plaintiffs of their right to opt out of or object to the Settlement;
- f. Set the time period for opting out and/or filing objections, such date to be not more than thirty (30) days after the date of mailing of the Short Form Class Notice and Claim Form defined below to members of the Settlement Classes;
- g. Set a date for the hearing at which the Court will finally determine the fairness, reasonableness, and adequacy of the proposed Settlement (the “Final Fairness Hearing”), such date to be not less than seventy-five (75) days after the date of mailing of the Short Form Class Notice and Claim Form defined below to members of the Settlement Classes;

- h. Appoint Named Plaintiffs Adrian Singleton and Justin D’Heilly as class representatives for the Settlement Classes; and
- i. Appoint Nichols Kaster, PLLP as class counsel to the Settlement Classes.

**NOTICE**

4. The Short Form Class Notice and Claim Form, attached as Exhibit B,<sup>1</sup> which shall be in the form of a double-sided postcard, shall apprise Plaintiffs of the existence of the Settlement Agreement and direct them to a toll-free number for the Settlement Administrator if they have any questions about the Settlement. The Short Form Class Notice and Claim Form shall notify each Plaintiff of the Settlement Class(es) to which he or she belongs. The Short Form Class Notice and Claim Form also shall include the deadline for postmarking the Claim Form and direct Plaintiffs to a website (the “Settlement Website”), to be established and maintained by the Settlement Administrator until the end of the claims period, that will include the Long Form Class Notice, attached as Exhibit C. The Long Form Class Notice shall:

- a. Inform Plaintiffs of the material terms of the Settlement Agreement;
- b. Inform Plaintiffs of their right to object to the proposed Settlement, and that any objection to the proposed Settlement must be filed with the Court (via the Clerk of the United States District Court for the District of Maryland, Greenbelt Division, 6500 Cherrywood Lane, Greenbelt, MD 20770) and served upon all counsel of record by first class mail by a date specified by the Court, but no more than thirty (30) days after the date of mailing of the Short Form Class Notice and Claim Form;

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<sup>1</sup> The sample attached as Exhibit B will be tailored to reflect the specific Settlement Class(es) to which each Plaintiff belongs, as reflected by Domino’s records.

- c. Inform Plaintiffs that any persons who seek to exclude themselves or “opt out” from the Settlement Classes must do so in writing, sent by first class mail, by a date specified by the Court, but no more than thirty (30) days after the date of mailing of the Short Form Class Notice and Claim Form;
- d. Inform Plaintiffs that if they do not opt out of the Settlement Classes, they will be bound by the Settlement; and
- e. Inform Plaintiffs of the deadline by which Claim Forms must be postmarked, such date to be determined by the Court, but no more than sixty (60) days after the date of mailing of the Short Form Class Notice and Claim Form; and
- f. Inform Plaintiffs that a Final Fairness Hearing to determine the fairness, reasonableness, and adequacy of the proposed Settlement will be held on a date fixed by the Court not fewer than seventy-five (75) days after the date of mailing of the Short Form Class Notice and Claim Form, and provide the date, time, and location of the Final Fairness Hearing; and
- g. Inform Plaintiffs that the Court retains the right to reschedule the Final Fairness Hearing without further notice.

The Settlement Website shall also include copies of the Settlement Agreement with attachments, relevant pleadings, the Order Granting Preliminary Approval of the Settlement, a Change of Address Form (in the form attached hereto as Exhibit D) available for any Plaintiffs that choose to notify the Settlement Administrator of a change of address for mailing checks pursuant to Paragraph 21 of this Agreement, and a toll-free telephone number for the Settlement Administrator that Settlement Class Members can call if they have any questions about the

Settlement. The Settlement Website will not be user-interactive, and any content of such website beyond the description in this paragraph will be subject to mutual agreement of the parties.

5. Determination of the individuals who are Plaintiffs in the Litigation shall in all cases be determined based exclusively upon Domino's records. Within thirty (30) days of entry of the Preliminary Approval Order, Domino's will obtain from its records and provide to the Settlement Administrator the last known mailing address and the last four digits of the social security number data that it possesses for each Plaintiff. All such addresses will be run through the database(s) commonly used by the Settlement Administrator to update them before the Short Form Class Notice and Claim Form is sent. Within forty-five (45) days of entry of the Preliminary Approval Order described above, the Settlement Administrator shall mail the Short Form Class Notice and Claim Form by U.S. mail to each Plaintiff identified from Domino's records. The date of the postmark deadline for objecting or opting out shall be printed on the Short Form Class Notice and Claim Form. If the Settlement Administrator chooses to deposit the notices in the mail on a "staggered" basis over a period of days, that is acceptable so long as all deadline dates are based on the date that the last of the notices is deposited in the mail. (As a hypothetical example, if the Settlement Administrator mailed batches of notices on March 19, 20 and 21, 2013, then the deadline date for opting out or objecting would be April 20, 2013 and the deadline for submitting a Claim Form would be May 20, 2013.) Once such notice is mailed to Plaintiffs, no further notice, whether by mail, publication, or otherwise, shall be required, except that (1) for any notice returned by the U.S. Postal Service with a forwarding address, the Settlement Administrator shall mail the notice to the forwarding address; and (2) if a Plaintiff contacts the Settlement Administrator to request notice the Settlement Administrator shall comply with such a request so long as the identity of the requesting party matches Domino's

records of Plaintiffs; and (3) additional notice will be provided if required by the Court because of notices returned and undelivered to class members.

6. Not later than ten (10) days after the parties have presented this Settlement Agreement to the Court, Domino's (through the Settlement Administrator) will serve upon the appropriate State official of each State in which a Plaintiff resides and the United States Attorney General, a notice of the proposed settlement, in accordance with 28 U.S.C. § 1715. Domino's shall provide a copy of this notice to Plaintiff's Counsel, and shall file with the Court a notice of compliance with 28 U.S.C. § 1715.

#### **OPT-OUT AND CLAIM PROCEDURES**

7. Any Plaintiff shall have the right to be excluded (i.e., to "opt out") from the Settlement Classes. On or before the opt-out deadline established by the Court (but no more than thirty (30) days after the mailing date of the Short Form Class Notice and Claim Form), each Plaintiff electing to opt out of the Settlement Classes must send by first class mail written notice addressed to the Settlement Administrator, indicating his or her name and address and that he or she desires to be excluded from the Settlement Classes. Plaintiffs who do not timely (as measured by the postmark on such Plaintiff's written notice) opt out of the Settlement Classes by written notice correctly directed and containing the requisite information shall remain members of the Settlement Classes and shall be bound by any order(s) of the Court regarding the Settlement Classes and/or the Settlement. The Settlement Administrator shall provide copies of any opt-out notices to Plaintiffs' Counsel and counsel for Domino's within a reasonable time of receipt of the same by the Settlement Administrator, but no later than fourteen (14) days prior to the Final Fairness Hearing (unless received by the Settlement Administrator after such time, in

which event Settlement Administrator shall immediately forward copies of the same to Plaintiffs' Counsel and counsel for Domino's).

8. In the event that Plaintiffs possessing five percent (5%) or more of the total claims in the Settlement (as measured by the dollar value of the maximum aggregated settlement payment available for such claims) elect to opt out of the Settlement, Domino's shall have the right, in its sole discretion, to void the Settlement in its entirety.

9. Each Plaintiff who wishes to file a claim for payment under the Settlement Agreement must complete and submit to the Settlement Administrator a completed Claim Form (Exhibit B, following the Short Form Class Notice) containing the following information:

- a. Current name, former name (if different during employment at Domino's), address, telephone number, e-mail address (if applicable), and last four digits of social security number.
- b. Certification under penalty of perjury that all information on the Claim Form is true and correct.

10. Completed Claim Forms must be postmarked no later than sixty (60) days after the mailing of the Short Form Class Notice and Claim Form notices, or for Claim Forms bearing a missing or illegible postmark, must be received by the Settlement Administrator no later than seven (7) days after such date. Any Plaintiff who fails to postmark a completed Claim Form by such date, or as to whom a Claim Form bearing a missing or illegible postmark is not received by the Settlement Administrator within seven (7) days following such date, shall be barred from receiving any payment in connection with the Settlement, but will in all other respects be bound by the terms of the Settlement, including with respect to the release, waivers, and covenants described herein.

11. The Settlement Administrator shall review all complete and timely-mailed Claim Forms to determine whether the claims on such Claim Forms qualify for inclusion in the Settlement and to determine the amount of payment to be disbursed pursuant to the Settlement to each Plaintiff submitting a timely Claim Form. If a Claim Form is deficient (for example, if it is incomplete or inaccurate), the Settlement Administrator shall mail the Plaintiff submitting such Claim Form a notice of deficient claim, and such Plaintiff shall have fourteen (14) days from the postmark date of such mailing to cure such deficiency by mailing to the Settlement Administrator a complete and correct Claim Form.

12. The parties agree to negotiate in good faith to resolve any dispute by a Plaintiff concerning the relief to which that person is entitled under this Agreement (“Dispute”). A Dispute shall be initiated by serving a written notice on Plaintiffs’ Counsel (unless the Dispute is initiated on the member’s behalf by Plaintiff’s Counsel) and counsel for Domino’s postmarked within thirty (30) days of the action and/or inaction giving rise to the Dispute (“Notice of Dispute”). The Notice of Dispute shall include such Plaintiff’s name, address, telephone number and a detailed description of the dispute. Any Dispute that the parties cannot resolve between themselves may be submitted to the Court, which will retain jurisdiction to resolve any such Dispute. If a Dispute is submitted to the Court, the Court shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party. If the Court determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the Court may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the Dispute.

**FINAL FAIRNESS HEARING AND FINAL JUDGMENT AND ORDER**

13. The parties agree to petition the Court to hold a Final Fairness Hearing and for the Court to enter an order finally approving the Settlement (“Final Judgment and Order”).

14. Pursuant to 28 U.S.C. § 1715(d), the parties agree that the Final Fairness Hearing shall not be held, and no Final Judgment and Order shall issue, prior to ninety (90) days after completion by Domino’s of the notice requirement in 28 U.S.C. § 1715.

15. The parties intend to seek a Final Judgment and Order, substantially in the form of Exhibit E, that shall:

- a. Approve this Settlement Agreement without modification (except insofar as agreed upon by the parties) as fair, reasonable, and adequate to the Settlement Classes, and direct its consummation according to its terms;
- b. Find that the form and manner of class notice implemented pursuant to this Settlement Agreement (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Plaintiffs of the pendency of the Litigation, the terms of the proposed Settlement, the right to object to or exclude themselves from the proposed Settlement, and the right to appear at the Final Fairness Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets the requirements of state and federal due process, the Federal Rules of Civil Procedure, and any other applicable state and/or federal laws;

- c. Find that all Plaintiffs except those who have properly excluded themselves shall be bound by the Settlement Agreement, including the release provisions and covenant not to sue;
- d. Direct that judgment be entered immediately dismissing with prejudice all individual and class claims asserted in the Litigation and ruling that no costs or fees be assessed on either party beyond the attorneys' fees and expenses provided for in Paragraph 25 below;
- e. Incorporate the release and related provisions set forth below in Paragraphs 29 through 31 of this Settlement Agreement and forever bar any claims or liabilities related to the Litigation or any Class Member Released Claims or Named Plaintiff Released Claims (as defined below) against the Released Parties (as defined below);
- f. Approve payment of the benefits to the class members and the incentive awards to the Named Plaintiffs described by Paragraphs 21, 22 and 26 below, approve the Agreed Amount of attorneys' fees and costs described and limited by Paragraph 25 below, and make any necessary findings with regard to those approvals; and
- g. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, and enforcement of this Settlement Agreement.

16. This Settlement Agreement shall become effective and be deemed final only after the expiration of ten (10) days after the Final Judgment and Order is rendered not subject to any appeal, attempt to re-open the judgment, or request to extend the time to seek an appeal, or, if an

appeal had been sought, the expiration of ten (10) days after the last of (i) the final disposition of any such appeal and (ii) any further proceedings in the trial court or on subsequent appeal, which ultimate disposition approves the Court's Final Judgment and Order ("Effective Date").

17. The parties agree that the intent of this Settlement Agreement is that all claims in the Litigation will be dismissed with prejudice within ten (10) days after the Effective Date, and further agree that each party will take all actions necessary to accomplish that objective.

18. Any objection to the Settlement or petition to intervene in the Litigation must be in writing, and must include: (1) evidence that the objector or intervenor is a member of the Settlement Classes as defined above; (2) a notice of intent to appear at the Final Fairness Hearing; (3) a statement of the objection(s) being asserted; (4) a detailed description of the facts and legal authorities underlying each objection; (5) a list of any witnesses who may be called to testify at the Final Fairness Hearing, whether in person, by deposition, or affidavit; and (6) a list of any exhibits, and copies of same, which the objector may offer at the Final Fairness Hearing. Such objection must be filed with the Court (via the Clerk of the United States District Court for the District of Maryland, Greenbelt Division, 6500 Cherrywood Lane, Greenbelt, MD 20770) and served upon counsel for all parties by first class mail no later than thirty (30) days after the date of mailing of the Short Form Class Notice and Claim Form.

19. No Plaintiff shall be entitled to contest in any way the approval of the terms and conditions of this Settlement Agreement or the Final Judgment and Order except by filing and serving written objections in accordance with the provisions of this Settlement Agreement. Any Plaintiff who fails to object in the manner prescribed, shall be deemed to have waived, and shall be foreclosed forever from raising, objections to the Settlement. Any Plaintiff who fails to opt

out of the Settlement Classes in accordance with this Settlement Agreement shall be bound by the terms of this Settlement.

20. In the event the Court or any other court disapproves or sets aside this Settlement Agreement or any material part hereof for any reason, or holds that it will not enter or give effect to the Final Judgment and Order, as defined below, or holds that the Final Judgment and Order should be modified in any material way, then (a) the parties may jointly agree to accept the Settlement Agreement as judicially modified; or (b) if all parties do not jointly agree to accept the Settlement Agreement as judicially modified, any party may appeal such ruling. If any such appeal is filed and the Settlement Agreement and Final Judgment and Order or its equivalent in all material respects are not in effect after the termination of all proceedings arising out of such appeal, then unless the parties jointly agree otherwise, this Settlement Agreement shall become null and void, and the parties will thereafter jointly request that the case proceed.

#### **BENEFITS TO THE SETTLEMENT CLASSES**

21. As soon as practicable after the Effective Date, but in no event longer than fifteen (15) days thereafter, Domino's shall contribute or cause to be contributed by wire transfer to the Settlement Administrator \$2,500,000 to a Settlement Fund, to be distributed *pro rata*, payable by check, to Plaintiffs who timely return properly-completed Claim Forms, with members of the Applicant Class and Adverse Action Class to receive a single proportionate share of the Settlement Fund for each Settlement Class of which they are a member, and members of the Multiple MVR Check Class to receive as many proportionate shares of the Settlement Fund as the number of Claimable MVR Checks performed for such Plaintiffs. For purposes of the *pro rata* calculation, shares in the Applicant Class and Adverse Action Class shall be weighted at 1.25 times each share of the Multiple MVR Check Class.

22. Recovery for members of the Applicant Class and Adverse Action Class shall be capped at \$250 per Plaintiff, and recovery for members of the Multiple MVR Check Class shall be capped at \$200 per Claimable MVR Check. Individuals who are members of more than one Settlement Class may receive multiple recoveries, to be paid through one aggregated check. As an example only, a Plaintiff who is a member of all three classes and who had two MVR checks run during the course of his or her employment with Domino's would be eligible to recover up to \$900 (\$250 as a member of the Applicant Class, \$250 as a member of the Adverse Action Class, and \$200 for each Claimable MVR Check).

23. Each check described in Paragraph 21 above may include the following memo "*Singleton Class Action Settlement Payment.*"

24. Any undeliverable checks, returned checks, uncashed checks or non-negotiated checks connected to this Settlement Agreement (including but not limited to the payments in Paragraph 21), shall return to the Settlement Fund for disposition pursuant to the terms of this Settlement Agreement. The parties agree that all members of the Settlement Classes waive and abandon any ownership interest in such undeliverable, returned, uncashed, and/or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, uncashed, and/or non-negotiated checks.

**ATTORNEYS' FEES AND EXPENSES  
AND INCENTIVE AWARD TO CLASS REPRESENTATIVES**

25. Domino's understands that Plaintiffs intend to seek an order from the Court awarding to Plaintiffs' Counsel attorneys' fees and customary, reasonable and documented out-of-pocket expenses incurred by Plaintiff's Counsel in the Litigation to be paid from the Settlement Fund, with such fees not to exceed thirty percent (30%) of the Settlement Fund (i.e., \$750,000) and such customary, reasonable and documented out-of-pocket expenses to be paid in

the amount in which they were incurred (together, the “Agreed Amount”). Plaintiffs agree to provide Domino’s with documentation for all claimed costs for review and verification. Domino’s agrees not to oppose Plaintiffs’ motion to the Court for approval of an award of the Agreed Amount. Plaintiffs agree that they will not seek, by motion to the Court or otherwise, attorneys’ fees or expenses in excess of, in addition to, or beyond the Agreed Amount. Payment of the Agreed Amount, or any lesser amount awarded by the Court, shall be made by wire transfer to an account designated by Plaintiffs’ Counsel within twenty (20) days after the last of (i) the Effective Date, (ii) the order of the Court awarding the Agreed Amount or any lesser amount, pursuant to this paragraph, and (iii) Plaintiffs’ Counsel’s provision to Domino’s and the Settlement Administrator of the requisite wire transfer instructions. Domino’s shall have no other payment obligations owed to Plaintiffs’ Counsel relating to this case for any amount, individually or collectively, directly or indirectly, however denominated or for whatever purpose incurred.

26. Domino’s further understands that Plaintiffs intend to seek an order from the Court awarding the Named Plaintiffs \$2,500 each, to be paid from the Settlement Fund, as consideration for their acting as Named Plaintiffs in the Litigation, and as consideration for the general release they are giving Domino’s pursuant to Paragraphs 29 and 30 of this Settlement Agreement. Domino’s agrees not to oppose Plaintiffs’ motion to the Court for approval of an award of this amount. Named Plaintiffs shall not receive more than \$2,500 each, and shall not receive any recovery to which they would otherwise be entitled pursuant to Paragraphs 21 and 22 of this Settlement Agreement. Domino’s shall have no other payment obligations owed to the Named Plaintiffs for any amount, individually or collectively, directly or indirectly, however denominated or for whatever purpose allegedly incurred.

**PAYMENT AND DISTRIBUTION**

27. All payments to Plaintiffs pursuant to this Settlement Agreement shall be made by check and delivered by first class mail, postmarked within thirty (30) days of the Effective Date, to each Plaintiff determined by the Settlement Administrator to have timely submitted a properly-completed Claim Form and to be otherwise eligible for payment from the Settlement Fund, to the address designated for such Plaintiff by the Settlement Administrator. The Settlement Administrator shall include with such check a Form 1099 for any Plaintiff as to whom such form is required; Domino's shall provide the Settlement Administrator the full social security number data that it possesses for such Plaintiffs, to be used for the purpose of tax reporting only. Such checks shall expire one hundred and twenty (120) days after they are issued, and shall so indicate on their face. Domino's shall have no further obligations to any Plaintiff upon the mailing of such payment. In the event any such payment is returned by the U.S. Postal Service as undeliverable, or is uncashed or non-negotiated prior to its expiration, neither Domino's nor the Settlement Administrator shall have any further obligations to such Plaintiff except that (1) for any check returned by the U.S. Postal Service with a forwarding address prior to the check's expiration date, the Settlement Administrator shall mail the check to the forwarding address; and (2) if a Plaintiff contacts the Settlement Administrator to request a replacement check the Settlement Administrator shall comply with such a request by cancelling the initial check and issuing a replacement. However, the replacement check shall expire on the same date as the original check.

28. Any amounts remaining in the Settlement Fund after deduction of all amounts required for administration costs and the Agreed Amount and after the expiration date for all checks issued as distributions of settlement proceeds shall be divided equally between Domino's

and a *cy pres* charitable donation. Plaintiffs and Domino's shall each select a charitable beneficiary for one half of such *cy pres* donation, in each case subject to approval by the other party, which approval shall not be unreasonably withheld.

**THE RELEASE AND COVENANT NOT TO SUE**

29. On the Effective Date of this Settlement Agreement, for the Settlement Class benefits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Plaintiffs (whether or not they have timely submitted a properly-completed Claim Form) who have not timely and properly opted out of the Settlement Classes, and their respective current and former spouses, assigns, heirs, successors, attorneys, executors, trustees, agents, personal and legal representatives, subsidiaries, affiliates, officers, directors, and employees (collectively, the "Class Member Releasing Parties") fully and forever release, acquit, and discharge Domino's and its affiliates, parents, and subsidiaries, its and their respective owners, shareholders, parents, affiliates, subsidiaries, divisions, predecessors, successors, assigns, insurers, employees, contractors, administrators, brokers, vendors,<sup>2</sup> agents (including but in no way limited to any person or entity that Plaintiffs have alleged to be an agent of Domino's), officers, directors, principals, law firms, and legal representatives, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past and present (collectively referred to as the "Released Parties"), collectively, separately, individually and severally, from any and all claims the Class Member Releasing Parties have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Litigation, including but not limited to any and all claims under the FCRA, and including but in no way

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<sup>2</sup> As to brokers and vendors, this release applies **only** to the brokers/vendors' provision of services to or on behalf of Domino's.

limited to any claims related directly or indirectly in any manner whatsoever to those claims raised by Plaintiffs, Plaintiffs' Counsel, or the Settlement Class members in any pleading, motion, or brief (collectively, the "Class Member Released Claims"). It is expressly intended and understood by the parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Class Member Released Claims.

30. On the Effective Date of this Settlement Agreement, for the Named Plaintiff benefits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Named Plaintiffs and their respective current and former spouses, assigns, heirs, successors, attorneys, executors, trustees, agents, personal and legal representatives, subsidiaries, affiliates, officers, directors, and employees (the "Named Plaintiff Releasing Parties") fully and forever release, acquit, and discharge the Released Parties,<sup>3</sup> collectively, separately, individually and severally, from any and all manner of claims, grievances, controversies, allegations, accusations, demands, judgments, causes of action, actions, suits, whether class, representative, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever as well as all forms of relief, including all remedies, costs, losses, liabilities, damages, debts, expenses, penalties, interest, and attorneys' and other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, whether (a) claiming compensation, money damages, equitable or other type of relief; (b) based on any federal, state, or municipal statute, law, ordinance, or regulation; (c) based on common law or public policy; or (d) sounding in tort or contract, whether oral or written, express or implied, law or equity, statutory or common law, or any other causes of action that any Named Plaintiff Releasing Party,

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<sup>3</sup> As to brokers and vendors, this release applies **only** to the brokers/vendors' provision of services to or on behalf of Domino's.

whether directly, representatively, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have against the Released Parties from the beginning of the world through the Effective Date (collectively, the “Named Plaintiff Released Claims”). It is expressly intended and understood by the parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Named Plaintiff Released Claims.

31. The Class Member Releasing Parties and Named Plaintiff Releasing Parties acknowledge that they are releasing both known and unknown and suspected and unsuspected claims and causes of action and are aware that they may hereafter discover legal or equitable claims or remedies presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the allegations in and subject matter of the Litigation or otherwise with respect to the Released Claims. Nevertheless, it is the intention of the Class Member Releasing Parties and Named Plaintiff Releasing Parties to fully, finally, and forever settle and release all such matters, and all claims and causes of action relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in the Litigation) from the beginning of the world through the Effective Date.

32. The releases by the Class Member Releasing Parties and Named Plaintiff Releasing Parties in Paragraphs 29 to 31 shall be jointly termed the “Release.” The Release shall be self-executing as of the Effective Date.

33. Domino’s denies that any Plaintiff, class member, or putative class member in *Luiken, et al. v. Domino’s Pizza LLC*, Civil No. 09-516(DWF/TNL) (D. Minn.) or *Nelson v. Domino’s Pizza LLC*, Civil No. 11-111(DWF/AJB) (D. Minn.) has any claim whatsoever against the Released Parties, including but not limited to any claim for attorneys’ fees. Nevertheless, the parties agree that nothing contained in this Settlement Agreement shall affect any claims that

may currently exist in those cases belonging to any Plaintiff, class member, or putative class member in those cases, other than Plaintiffs D'Heilly and/or Singleton.

34. The Class Member Releasing Parties and Named Plaintiff Releasing Parties hereby expressly acknowledge certain principles of law applicable in some states that limit the application of a release, including statutes or laws similar, comparable or equivalent to Section 1542 of the Civil Code of the State of California, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the choice of law provision in this Settlement Agreement, and to the full extent that California or any other law may be applicable, the Class Member Releasing Parties and Named Plaintiff Releasing Parties hereby agree that the provisions of Section 1542 of the Civil Code of the State of California and all similar, comparable or equivalent federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable, are hereby knowingly and voluntarily waived and relinquished by the Class Member Releasing Parties and Named Plaintiff Releasing Parties, and the Class Member Releasing Parties and Named Plaintiff Releasing Parties agree and acknowledge that this provision and the inclusion of unknown and unsuspected claims in the Release were separately bargained for and are essential terms of this Settlement Agreement and Release.

35. The Class Member Releasing Parties and Named Plaintiff Releasing Parties further agree that no third party, including but not limited to any private attorney general or plaintiff pursuant to Section 17200 of the California Business and Professional Code shall bring any claim released herein on their behalf.

36. The Class Member Releasing Parties and Named Plaintiff Releasing Parties further covenant and agree that (a) they will not sue or bring any action or cause of action, including by way of third-party claim, cross-claim, or counterclaim, against any of the Released Parties in respect of any of the Class Member Released Claims or Named Plaintiff Released Claims, respectively; (b) they will not initiate or participate in bringing or pursuing any class action against any of the Released Entities in respect of any of the Class Member Released Claims or Named Plaintiff Released Claims, respectively; (c) if involuntarily included in any such class action encompassing Class Member Released Claims or Named Plaintiff Released Claims, respectively, they will opt out of the lawsuit if possible; and (d) they will not voluntarily and knowingly assist any third party in initiating or pursuing a class action suit in respect of any of the Class Member Released Claims or Named Plaintiff Released Claims, respectively.

37. The Release may be raised as a complete defense to bar any action, claim, or demand brought in contravention of this Settlement Agreement. In the event any such action, claim, or demand is brought or pursued in violation of the Release, any party seeking to rely on this Release shall provide written notice to the person bringing or pursuing such barred action, claim, or demand indicating the party asserting the Release believes the action, claim or demand is barred by the Release. The person bringing or pursuing such barred action, claim, or demand, shall have a reasonable opportunity to cure. If the person bringing or pursuing such barred action, claim, or demand fails to cure, it shall indemnify and hold harmless the party against whom such action, claim, or demand is brought from and against any and all judgments, costs, and expenses arising therefrom (including but not limited to reasonable attorneys' fees and disbursements of counsel and other professionals and court costs incurred in connection

therewith), it being the intent that the substantially prevailing party shall be entitled to indemnification from the substantially non-prevailing party involved in any such action.

38. The Release does not bar any Class Member Releasing Party, Named Plaintiff Releasing Party, or Released Party from bringing an action, claim, or demand to enforce the terms of this Settlement Agreement. In the event of any action, claim, or demand brought to enforce the terms of the Settlement Agreement, the prevailing party shall be entitled to any and all costs and expenses arising therefrom (including but not limited to reasonable attorneys' fees and disbursements of counsel and other professionals and court costs incurred in connection therewith).

39. It is expressly understood and acknowledged by the parties that the provisions of the Release constitute essential and material terms of the Settlement Agreement to be included in the Final Order and Judgment entered by the Court.

**NO ADMISSION OF LIABILITY**

40. Domino's denies Plaintiffs' allegations, denies that the Litigation is suitable for class treatment under any circumstances other than settlement, and further denies liability to the Named Plaintiffs or to any other person who may be similarly situated, including all members of the Settlement Classes. It is specifically agreed that the execution of this Settlement Agreement is not, and shall not be construed as, an admission of wrongdoing or liability by Domino's, an admission that Domino's violated any provision of any federal or state law, or an admission that Domino's concedes that class treatment of the Litigation is appropriate under any circumstances other than settlement. Domino's considers it desirable that this action and the claims alleged therein be settled upon the terms and conditions set forth in this Settlement Agreement in order

to avoid further expense and burdensome, protracted litigation, and to put to rest the Class Member Released Claims and Named Plaintiff Released Claims described herein.

**TOTAL RELIEF**

41. The parties expressly agree that under no circumstances whatsoever shall Domino's be responsible for paying any monies, benefits, costs, expenses, or attorneys' fees in settlement of this Litigation other than as expressly provided for in this Settlement Agreement, nor will Domino's be required to take any action heretofore or incur any liability or pay an expense or be required to do any other thing, except as expressly provided herein.

**EVIDENTIARY EFFECT OF SETTLEMENT AGREEMENT**

42. Neither this Settlement Agreement nor any related documents, negotiations, statements, or court proceedings shall be construed as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to Domino's, or as a waiver by Domino's of any applicable defense to the merits of the claims asserted or to Plaintiffs' ability to maintain this action as a class action.

**CONFIDENTIALITY AND NON-DISPARAGEMENT**

43. Counsel for either party, as well as the Named Plaintiffs, shall make no public announcement or press release regarding this Settlement nor initiate any contact of any kind with the press regarding this Litigation or Settlement. If, after the motion for preliminary approval has been publicly filed, counsel for either party or a Named Plaintiff receives any inquiry regarding this Settlement from a person who is not a Plaintiff, such party or counsel shall make no comment. Plaintiffs' Counsel shall not initiate communications with Plaintiffs who are not already individually represented by Plaintiffs' Counsel regarding this Settlement in any manner

other than in accordance with the terms of this Settlement Agreement. However, with respect to any inquiries regarding this Settlement which are initiated by Plaintiffs, Plaintiffs' Counsel may respond to such class members in accordance with their professional duties and responsibilities. After this Settlement has been preliminarily approved, Plaintiffs' Counsel may note on the webpage it has devoted to this case (<http://www.nka.com/case/domino%e2%80%99s-pizza-fair-credit-reporting-act/>) that the matter has settled, and may provide a link to the Settlement Website on that page. The text and contents of such webpage shall be limited in substance to the above, which shall replace the presently existing text and contents of that webpage, and the phrasing of such text shall be subject to Domino's approval, which approval shall not be unreasonably withheld. Nothing herein is intended to limit or waive the confidentiality of attorney-client privilege between Plaintiffs' Counsel and their current clients and/or class members, nor is anything herein intended to limit the ability of Plaintiffs' Counsel to make truthful representations to judicial authorities regarding either its appointment as class counsel or the settlement of this Litigation.

#### **CHOICE OF LAW**

44. This Settlement Agreement and its exhibits shall be governed by the laws of the State of Michigan without regard to application of the choice of law rules of any jurisdiction. So long as this Settlement Agreement is valid and enforceable under the laws of the State of Michigan, the parties agree that no statutory or common law of any other state shall be used to invalidate or render unenforceable any part of this Settlement Agreement.

#### **MISCELLANEOUS PROVISIONS**

45. The failure of any party to exercise any rights hereunder shall not constitute waiver of the right to the later exercise thereof, except as expressly provided herein. No delay on

the part of any party in exercising any power or right hereunder will operate as a waiver thereof nor will any single or partial exercise of any power or right hereunder preclude other or further exercises thereof or the exercise of any other power or right, except as expressly provided herein.

46. The parties agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by court order or otherwise, to carry out the terms and objectives of this Settlement Agreement.

47. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

48. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

49. This Settlement Agreement constitutes the full and entire agreement among the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements, promises, or warranties, written, or oral or otherwise, made by any party. No party shall be liable or bound to any other party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in this Settlement Agreement. This Settlement Agreement shall not be modified in any respect except by a writing executed by and among the parties. Each party has undertaken its own investigation of the relevant facts and law and has concluded that this Settlement Agreement is in the best interests of

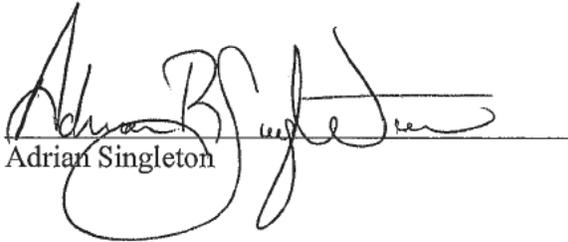
that party. No party has relied on any representation made by any other party in deciding whether to enter into this Settlement Agreement.

50. Each party hereto warrants and represents to the other that the party signing this Settlement Agreement on behalf of the respective parties is duly authorized to sign this Settlement Agreement and that this Settlement Agreement is binding and enforceable as to each of the respective parties.

51. This Settlement Agreement may be executed in separate counterparts without each party signing the same, and execution of counterparts shall have the same force and effect as if all parties had signed the same instrument, and each such counterpart shall constitute one and the same agreement; provided, however, this Settlement Agreement shall not be binding until it has been executed by everyone for whom a signature line has been provided. This Settlement Agreement shall become effective upon the Effective Date.

52. As agents for the receipt of communications among the parties relating to this Settlement Agreement, Plaintiffs appoint E. Michelle Drake, Nichols Kaster, PLLP, 4600 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402, and Domino's appoints Daniel F. Katz, Williams & Connolly LLP, 725 12th Street, N.W., Washington, D.C. 20005, and David Kurtzer-Ellenbogen, Williams & Connolly LLP, 725 12th Street, N.W., Washington, D.C. 20005. Any communication made in connection with this Settlement Agreement shall be deemed to have been served when sent by overnight delivery or registered or certified mail postage prepaid, or delivered in person at the addresses designated in this paragraph.

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

  
Adrian Singleton

Date: 07 MAR 2013

\_\_\_\_\_  
Justin D'Heilly

Date:

COUNSEL FOR PLAINTIFFS

By: \_\_\_\_\_  
E. Michelle Drake, Esq.  
NICHOLS KASTER, PLLP  
4600 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Telephone: (612) 256-3200  
Fax: (612) 6870

Date:

DOMINO'S PIZZA LLC

Date:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

\_\_\_\_\_  
Adrian Singleton

Date:

Justin D'Heilly 3/7/13  
Justin D'Heilly

Date:

COUNSEL FOR PLAINTIFFS

By: \_\_\_\_\_

Date:

E. Michelle Drake, Esq.  
NICHOLS KASTER, PLLP  
4600 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Telephone: (612) 256-3200  
Fax: (612) 6870

DOMINO'S PIZZA LLC

Date:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

\_\_\_\_\_  
Adrian Singleton

Date:

\_\_\_\_\_  
Justin D'Heilly

Date:

COUNSEL FOR PLAINTIFFS

By:  \_\_\_\_\_

Date: 3-6-13

E. Michelle Drake, Esq.  
NICHOLS KASTER, PLLP  
4600 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Telephone: (612) 256-3200  
Fax: (612) 6870

DOMINO'S PIZZA LLC

Date:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

\_\_\_\_\_  
Adrian Singleton

Date:

\_\_\_\_\_  
Justin D'Heilly

Date:

COUNSEL FOR PLAINTIFFS

By: \_\_\_\_\_  
E. Michelle Drake, Esq.  
NICHOLS KASTER, PLLP  
4600 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402  
Telephone: (612) 256-3200  
Fax: (612) 6870

Date:

DOMINO'S PIZZA LLC

Date:

3/7/13

By: \_\_\_\_\_  
Title: Div. - Corp. Counsel  
Date: 3/7/13

## EXHIBIT A

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

---

ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

vs.

**PROPOSED ORDER GRANTING  
PRELIMINARY APPROVAL**

DOMINO'S PIZZA LLC,  
Defendant.

---

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement. The Court has considered the papers submitted by Plaintiffs in support of the motion. Upon consideration of these motion papers, it is hereby ORDERED that Plaintiffs' Motion is GRANTED.

The parties' settlement is preliminarily APPROVED, the proposed classes are CERTIFIED for settlement purposes only, the Named Plaintiffs are APPOINTED Class Representatives, Nichols Kaster, PLLP is APPOINTED Class Counsel, the form and method of notice is APPROVED, and a final fairness hearing is SCHEDULED for \_\_\_\_\_, 2013, at \_\_\_\_ .m., at \_\_\_\_\_, Greenbelt, Maryland.

SO ORDERED.

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

\_\_\_\_\_  
Hon. Deborah K. Chasanow  
United States Chief District Judge

## EXHIBIT B

**COURT ORDERED**

**NOTICE**

**Adrian Singleton, et al.**

**v**

**Domino's Pizza LLC**

**Class Action**

**Notice & Claim Form Inside**

**Claim Filing Deadline:**

**Month dd, 2013**

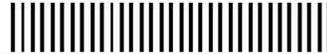
*Singleton, et al. v. Domino's Pizza, LLC*

c/o KCC Class Action Services

PO Box 43162

Providence RI 02940-3162

FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
Permit#



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

Carefully separate at perforation.

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
Case No 8:11-cv-01823-DKC

**Claim Form & Release**

*Singleton, et al. v. Domino's Pizza, LLC*  
c/o KCC Class Action Services  
PO Box 43162, Providence, RI 02940-3162



Claim #: ABC-1234567-8 Name/Address Changes:

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU MOVE, send your CHANGE OF ADDRESS to ADMINISTRATOR at the above address.

**To Receive A Payment You Must Enter All Requested Information,  
Sign And Mail This Claim Form, Postmarked On Or Before Month dd, 2013**

Enter the last four digits of your social security number and any names you used while employed at Domino's Pizza LLC:

Social Security Number (Last Four Digits ONLY): XXX - XX - \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of Michigan that he or she has read the Notice Of Proposed Class Settlement, will be bound to the Release and other terms of the Settlement therein, is entitled to the Settlement payment and that no other person and or entity has a claim to any settlement monies that he or she will receive.

Signature: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

A settlement has been reached in a class action lawsuit claiming that Domino's Pizza LLC ("Domino's") violated the Fair Credit Reporting Act. The Plaintiffs claim that Domino's used an improper authorization form to obtain consumer reports on certain employees and applicants and also that Domino's failed to send required notice before taking adverse action against certain employees and applicants based in whole or in part on consumer reports. Domino's vigorously denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** Domino's records indicate you are a Class Member. The settlement includes three classes. The class(es) that Domino's records show you are in are described below. You may recover as a member of multiple classes.

**What Can I Get?** If the settlement is approved by the Court you will receive a payment if you file a claim form. The amount of your payment will depend on which settlement class you are a member of and will also depend on the total number of claim forms filed, and the amount of attorneys' fees and costs awarded by the Court. The settlement fund is \$2.5 million. Domino's records show:

- Your consumer report was procured during the application process for employment at Domino's on or after July 1, 2009 on the basis of a consent form containing a liability release. The maximum per claim recovery for this class is \$250;
- Your consumer report was procured one or more times during employment at Domino's on or after July 1, 2009 on the basis of a consent form containing a liability release. The maximum per claim recovery for this class is \$200 per MVR check; and/or
- You were subjected to an adverse employment action by Domino's on or after July 1, 2009 and Domino's did not send you a pre-adverse action notice and/or a copy of your consumer report. The maximum per claim recovery for this class is \$250.

**How Do I Get a Payment?** You must submit a timely and properly completed Claim Form signed under penalty of perjury **no later than Month DD, 2013**. You may use the Claim Form attached to this Notice or print one online from [www.singletonsettlement.com](http://www.singletonsettlement.com).

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than Month DDD, 2013. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Domino's over the legal issues in the lawsuit. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than Month DD, 2013. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.singletonsettlement.com](http://www.singletonsettlement.com).

**Who Represents Me?** The Court has appointed a team of lawyers from Nichols Kaster, PLLP as Class Counsel. They will petition to be paid legal fees out of the settlement fund. You may hire your own lawyer at your expense if you choose.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at XX a.m. on Month, DD, 2013 at the COURT ADDRESS. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and expenses of up to 30% of the Settlement Fund; and decide whether to award the Class Representatives \$xx each, from the Settlement Fund.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.singletonsettlement.com](http://www.singletonsettlement.com), or contact the settlement administrator at 1-888-365-3008 or via mail at PO Box 43162, Providence, RI 02940-3162. **File the attached Claim Form with a Postmark No Later Than Month dd, 2013**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Reply Mail Artwork

Or

Return Mail Artwork

## EXHIBIT C

**United States District Court, District of Maryland**

***Singleton, et al. v. Domino's Pizza LLC***

**Case No. 8:11-cv-01823-DKC**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING**

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

- This notice relates to a proposed settlement in a class action lawsuit which alleges that Domino's Pizza LLC ("Domino's") violated the Fair Credit Reporting Act ("FCRA"). Domino's denies that it violated the law in any fashion whatsoever. The two sides disagree as to whether Domino's conduct was permitted under the Fair Credit Reporting Act ("FCRA"), whether Domino's would be liable under the FCRA with respect to that conduct, and if so, the extent of any such liability. The parties have agreed to resolve the lawsuit by a settlement.
- The proposed settlement classes include people who applied for employment or were employed by Domino's Pizza LLC ("Domino's") and Domino's procured or caused to be procured their consumer report on or after July 1, 2009 on the basis of a consent form containing a liability release, and/or people who were subjected to an adverse employment action by Domino's based on a consumer report on or after July 1, 2009 and to whom Domino's did not send a pre-adverse action notice and/or a copy of their consumer report,
- You may be eligible to receive benefits from this class action settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Submit a Claim Form</b>	If you wish to receive benefits under the settlement, you need to return the Claim Form that was mailed to you.
<b>Do Nothing</b>	If you do not return the Claim Form that was mailed to you, you will receive no monetary recovery but will lose your right to sue Domino's in the future.
<b>Exclude Yourself</b>	Get no benefit. This is the only option that allows you ever to be part of any other lawsuit or legal action (such as arbitration) against Domino's about the matters being resolved in this settlement.
<b>Object</b>	Write to the Court about why you object to the settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve this settlement, which may take some time.

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**Basic Information****1. Why did I get this notice?**

You may be viewing this notice because you received a shorter notice and claim form in the mail. This Notice has been posted for the benefit of potential members of one or more of the following three Settlement Classes:

Applicant Class: All applicants for employment with Domino's who executed a Background Investigation and Consent Form containing a liability release, and for whom, on the basis of such form, Domino's procured or caused to be procured one or more pre-employment consumer reports, as defined by the FCRA, on or after July 1, 2009.

Multiple MVR Check Class: All Domino's employees for whom, on or after, July 1, 2009, but prior to such persons' executing any FCRA disclosure and consent form that did not contain a liability release, Domino's procured or caused to be procured during their employment a consumer report containing motor vehicle records based upon a Background Investigation and Consent Form containing a liability release (each such report is a "Claimable MVR Check").

Adverse Action Class: All Domino's applicants or employees as to whom Domino's, on or after July 1, 2009, took an "adverse employment action" (as defined by the FCRA) based on a consumer report and for whom, in advance of such action, a pre-adverse action notice and/or copy of the consumer report upon which the adverse notice was taken was not sent by Domino's.

Composition of the Settlement Classes in all cases is based upon Domino's records. The Settlement Classes do not include persons encompassed by 15 U.S.C. §§ 1681b(b)(2)(C)(i) and/or 1681b(b)(3)(C)(i).

This Notice has been posted because members of the Settlement Classes have a right to know about a proposed settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections or appeals relating to that settlement are resolved, the benefits provided for by the settlement will be available to members of the Settlement Classes.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: [www.singletonsettlement.com](http://www.singletonsettlement.com). This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the United States District Court for the District of Maryland, and the case is known as *Singleton, et al. v. Domino's Pizza LLC*, Case No. 8:11-cv-01823-DKC. The persons who filed this lawsuit are called the Plaintiffs, and Domino's Pizza LLC is the Defendant.

**2. What is the lawsuit about?**

Plaintiffs allege that Domino's pre-employment "Background Investigation and Consent Form," and Domino's alleged procurement of consumer reports on the basis of that form, violates the FCRA. Plaintiffs also allege that Domino's took adverse employment actions against certain individuals based on information contained in a consumer report without providing those individuals notice and a copy of such report in advance of such adverse action, also in alleged violation of the FCRA.

Domino's disputes the Plaintiffs' allegations and denies all liability to Plaintiffs and the Settlement Classes. In the lawsuit, Domino's has denied Plaintiffs' allegations and has raised a number of defenses to the claims asserted.

No court has found Domino's to have violated the law in any way. No Court has found that the Plaintiffs could recover any certain amount in this litigation.

Although the Court has authorized Notice to be given of the proposed Settlement, 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.

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

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, Representative Plaintiffs ("Class Representatives") seek to assert claims on behalf of all members of a class or classes of similarly situated people. In a class action, people with similar claims are treated alike. The court is guardian of the class's interests and supervises the prosecution of the class claims by Counsel for the Settlement Classes 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?**

The Court did not decide this case in favor of the Class Representatives or in favor of Domino's. Instead, Counsel for the Settlement Classes investigated the facts and applicable law regarding the Class Representatives' claims and Domino's defenses. The parties engaged in lengthy and arm's-length negotiations to reach this settlement. The Class Representatives and Counsel for the Settlement Classes believe that the proposed settlement is fair, reasonable, and adequate and in the best interests of the classes.

Both sides agree that, by settling, Domino's is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

## **Who Is In The Settlement**

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

You are a part of the settlement (1) if you applied for employment or were employed by Domino's and Domino's procured or caused to be procured your consumer report on or after July 1, 2009 on the basis of a consent form containing a liability release, and/or (2) if Domino's took an "adverse employment action" with respect to you on or after July 1, 2009 based on a consumer report and did not send you a pre-adverse action notice and/or a copy of your consumer report. The Settlement Classes do not include persons encompassed by 15 U.S.C. §§ 1681b(b)(2)(C)(i) and/or 1681b(b)(3)(C)(i).

If you received a postcard notice, Domino's records indicate you are a member of the Settlement Class(es). If you are not certain as to whether you are a member of the Settlement Class, you may contact the Settlement Administrator to find out. In all cases, the question of class membership will be determined based on Domino's records.

**The Settlement Benefits—What You Get****6. What does the settlement provide?**

If you are a member of a Settlement Class or Classes, you may receive benefits under the settlement.

Through this Settlement, Domino's will contribute \$2,500,000 to a Settlement Fund, to be distributed *pro rata*, payable by check, to members of the Settlement Classes who timely return properly-completed Claim Forms. Members of the Applicant Class and Adverse Action Class who do so will receive a single proportionate share of the Settlement Fund for each Settlement Class of which they are a member, and members of the Multiple MVR Check Class who do so will receive as many proportionate shares of the Settlement Fund as the number of Claimable MVR Checks performed for such class members. For purposes of the *pro rata* calculation, shares in the Applicant Class and Adverse Action Class shall be weighted at 1.25 times each share of the Multiple MVR Class.

Recovery for members of the Applicant Class and Adverse Action Class will be capped at \$250 per class member, and recovery for members of the Multiple MVR Check Class will be capped at \$200 per Claimable MVR Check. However, the actual settlement proceeds distributed to any particular claimant may vary depending upon the number of claims and claimants.

**7. How can I get a benefit?**

To qualify and receive benefits, you need to return the Claim Form that was mailed to you, postmarked on or before [DATE]. The completed Claim Form must include your current name, former name (if different during employment at Domino's), address, telephone number, e-mail address (if applicable), and the last four digits of your social security number. It must also include your certification under penalty of perjury that all information on the Claim Form is true and correct. You may send the Claim Form to the Settlement Administrator within an envelope if you prefer. If so, you will need to supply postage.

Your interest as a member of the Settlement Class(es) will be represented by the Class Representatives and Counsel for the Settlement Classes. You will be bound by any judgment arising from the settlement. If the settlement is approved, and you timely return the Claim Form, the Settlement Administrator will send you any monies that you are entitled to under the settlement.

If you change your address, you must mail a notification of your new address to the Settlement Administrator.

**8. When would I get my benefit?**

The Court will hold a Fairness Hearing on Month DD, 2013 at 9:00 a.m. to decide whether to approve the settlement. If the settlement is approved, there may be appeals. Payments to members of the Settlement Classes will be made only if the settlement is finally approved. This may take some time, so please be patient.

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

Upon the Court's approval of the settlement, all members of the Settlement Classes who do not exclude themselves (as well as their spouses, heirs, and others who may possess rights on their behalf) will fully release Domino's (and its affiliates, subsidiaries, employees, and others who may be subject to claims with respect to Domino's as specified in the Settlement Agreement) for all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in this case,

including but not limited to any and all claims under the FCRA. This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release, which are contained in the Settlement Agreement, please visit [www.singletonsettlement.com](http://www.singletonsettlement.com).

#### **10. How do I get out of the Settlement?**

If you choose to be excluded from the Settlement, you will not be bound by any judgment or other final disposition of the lawsuits. You will retain any claims against Domino's you might have. To request exclusion, you must state in writing your desire to be excluded from the Settlement Class(es). **Your request for exclusion must be sent by first class mail, postmarked on or before [DATE],** addressed to:

Singleton v. Domino's Claims Administrator  
c/o KCC Class Action Services  
PO Box 43162  
Providence, RI 02940-3162

**If the request is not postmarked on or before [DATE], your request for exclusion will be invalid,** and you will be bound by the terms of the settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims which arise out of or relate in any way to the claims in the case as specified in the Release referenced in paragraph 9 above.

#### **11. If I don't exclude myself, can I sue Domino's for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Domino's for the claims that this settlement resolves, even if you do not file a claim form. If you have a pending lawsuit, speak to your lawyer in that case immediately.

#### **12. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you are not part of the settlement.

#### **The Lawyers Representing You**

#### **13. Do I have a lawyer in this case?**

The Court has appointed Adrian Singleton and Justin D'Heilly as Class Representatives. The Court has appointed Nichols Kaster, PLLP as Counsel for the Settlement Classes:

E. Michelle Drake  
Nichols Kaster, PLLP  
4600 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

Counsel for the Settlement Classes represent the interests of the Settlement Classes. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees.

**14. How will the lawyers be paid?**

Counsel for the Settlement Classes intend to apply to the Court for an award of attorneys' fees, in an amount not greater than thirty percent (30%) of the Settlement Fund (i.e., \$750,000), and documented, customary out-of-pocket expenses incurred during the case. The Court may award less. Counsel for the Settlement Classes also will seek compensation for the Class Representatives in an amount not to exceed \$2,500 each. In both cases, these amounts will be paid directly out of the Settlement Fund.

**Objecting To The Settlement**

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

You can object to any aspect of the proposed settlement by filing and serving a written objection. Your written objection must include: (1) evidence that you are a member of the Settlement Class(es); (2) a notice of your intent to appear at the Fairness Hearing on **Month DD**, 2013 at **9:00 a.m.**; (3) a statement of the objection(s) being asserted; (4) a detailed description of the facts and legal authorities underlying each objection; (5) a list of any witnesses why may be called to testify at the Fairness Hearing, whether in person, by deposition, or affidavit; and (6) a list of any exhibits, and copies of the same, which you may offer at the Fairness Hearing.

**You must file any objection with the Clerk of the Court at the address below by **[DATE]**.**

United States District Court for the District of Maryland  
6500 Cherrywood Lane  
Greenbelt, Maryland 20770.

File: *Singleton, et al. v. Domino's Pizza LLC*, Case No. 8:11-cv-01823-DK

**You must also send your objection by first class mail, postmarked on or before **[DATE]**, to Counsel for the Settlement Classes and counsel for Domino's. These documents should be mailed to Settlement Class Counsel at:**

E. Michelle Drake  
Nichols Kaster, PLLP  
4600 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

and to counsel for Domino's at:

Daniel F. Katz  
Williams & Connolly LLP  
725 12th Street, N.W.  
Washington, DC 20005

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

**16. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

**17. Where and when will the Court decide whether to approve the settlement?**

There will be a Fairness Hearing to consider approval of the proposed settlement on **Month DD**, 2013, beginning at **9:00 a.m.**, at the United States District Court for the District of Maryland, United States Courthouse, 6500 Cherrywood Lane, Greenbelt, Maryland 20770. 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 settlement; whether the Settlement Class is adequately represented by the Class Representatives and Counsel for the Settlement Classes; and whether an order and final judgment should be entered approving the proposed settlement. The Court also will consider Settlement Class Counsel's application or an award of attorneys' fees and expenses and Class Representatives' compensation.

You will be represented at the Fairness Hearing by Counsel for the Settlement Classes, 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 Fairness Hearing.

**18. Do I have to come to the hearing?**

No. Counsel for the Settlement Classes will represent the Settlement Classes at the Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

**19. 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 15 above. You cannot speak at the hearing if you excluded yourself.

**Getting More Information**

**20. Are there more details about the settlement?**

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, Maryland 20770, File: *Singleton, et al. v. Domino's Pizza LLC*, Case No. 8:11-cv-01823-DKC. The full Settlement Agreement and certain pleadings filed in the cases are available at [www.singletonsettlement.com](http://www.singletonsettlement.com) or can be requested, in writing, from the Settlement Administrator, identified in Paragraph 10 above.

**21. How do I get more information?**

You can visit [www.singletonsettlement.com](http://www.singletonsettlement.com) or contact the Settlement Administrator, identified in Paragraph 10 above. **Please do not contact the Court for information.**

## EXHIBIT D

**CHANGE OF ADDRESS FORM**

First Name: \_\_\_\_\_

Middle: \_\_\_\_\_

Last: \_\_\_\_\_

Prior Address: \_\_\_\_\_

\_\_\_\_\_

Updated Address: \_\_\_\_\_

\_\_\_\_\_

**Submit via U.S. Mail to:** Singleton v. Domino's Claims Administrator  
c/o KCC Class Action Services  
PO Box 43162  
Providence RI 02940-3162

\*Be sure to print legibly and include street address, any apartment or unit number, city, state, and zip code.

## EXHIBIT E

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

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ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

vs.

**FINAL JUDGMENT AND ORDER  
APPROVING CLASS ACTION  
SETTLEMENT**

DOMINO'S PIZZA LLC,

Defendant.

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**WHEREAS**, Plaintiffs in the above-captioned litigation (the "Litigation"), have moved for final approval of the class action settlement;

**WHEREAS**, defendant Domino's Pizza LLC ("Domino's) does not oppose Plaintiffs' motion for final approval;

**WHEREAS**, the Court has considered the Settlement Agreement (Docket No. [ ]), and accompanying documents, the Motion and exhibits, and the arguments and evidence presented at the Final Fairness Hearing held on \_\_\_\_\_, 2013; and

**WHEREAS**, all parties have consented to entry of this Order;

It is this \_\_\_\_ day of \_\_\_\_\_, 2013 by the United States District Court for the District of Maryland, **ORDERED** that:

1. The capitalized terms used in this Order have the same meaning as those defined in the Settlement Agreement.

2. The Court has jurisdiction to enter this Final Judgment and Order, including jurisdiction over the subject matter of the Litigation and jurisdiction over all parties to the Litigation, including all members of the Settlement Classes.

3. Notice of the pendency of the Litigation as a class action and of the proposed Settlement was given to all members of the Settlement Classes who could be identified with reasonable effort. The form and method of notifying the Settlement Classes (a) was reasonable and the best practicable notice, (b) was reasonably calculated, under the circumstances, to apprise potential class members of the pendency of the Litigation, the terms of the Settlement, the right to object to or exclude themselves from the Settlement, and the right to appear at the Final Fairness Hearing, (c) was due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) met the requirements of due process and the Federal Rules of Civil Procedure.

4. The Court finds that there were no valid objections made to the Settlement or the Settlement Agreement. Thus, it is hereby determined that all members of the Settlement Classes are bound by this Final Judgment and Order.

5. Any member of the Settlement Classes who filed a request for exclusion in the manner provided for in the Settlement Agreement is excluded from the Settlement Classes and shall not be entitled to any benefit under the Settlement Agreement.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlement as set forth in the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of the members of the Settlement Classes. The Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations by counsel. Accordingly, the Settlement is hereby approved in all respects.

7. The individual and class claims asserted in the Litigation are hereby dismissed on the merits with prejudice as against the Released Parties and without costs or fees except for the attorneys' fees and expenses expressly provided for in the Settlement Agreement.

8. Paragraphs 29 through 31 of the Settlement Agreement (the "Release") are incorporated by reference herein. The Release shall be self-executing upon the Effective Date.

9. The fact and terms of the Settlement Agreement, including Exhibits thereto, this Final Judgment and Order, all negotiations, discussions, drafts and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

(a) shall not be offered or received against Domino's, other Released Parties, Named Plaintiffs or the other members of the Settlement Classes as evidence of, or be deemed to be evidence of, any presumption, concession or admission by Domino's or other Released Parties or by the Named Plaintiffs or the other members of the Settlement Classes with respect to the truth of any fact alleged by the Plaintiffs or the validity, or lack thereof, of any claim that has been or could have been asserted in the Litigation or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or any Litigation, or of any liability, negligence, fault or wrongdoing of Domino's or other Released Parties;

(b) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party; and

(c) shall not be offered or received against the Released Parties, the Named Plaintiffs or the other members of the Settlement Classes as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any

way referred to for any other reason as against any of the parties to the Settlement Agreement, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement; provided, however, that if this Settlement is approved by the District Court, the Released Parties may refer to it to effectuate the liability protection granted them hereunder.

10. The Court hereby confirms its appointment of Adrian Singleton and Justin D'Heilly as class representatives for the Settlement Classes.

11. The Court hereby confirms its appointment of Nichols Kaster, PLLP as class counsel to the Settlement Classes.

12. As part of the Settlement, Class Counsel sought approval of attorneys' fees and expenses in the amount of \_\_\_\_\_, to be paid from the Settlement Fund. Such amount is inclusive of all out-of-pocket expenses incurred by Class Counsel on behalf of the Settlement Classes. The Court hereby approves and awards Class Counsel \_\_\_\_\_ in attorneys' fees and expenses, to be paid from the Settlement Fund.

13. The Court further awards and authorizes the payment of \$2,500 from the Settlement Fund to each Named Plaintiff as consideration for their acting as Named Plaintiffs in the Litigation, and as consideration for the general release they are giving to Domino's pursuant to paragraphs 29-31 of the Settlement Agreement.

14. Without in any way affecting the finality of this Final Judgment and Order, the Court expressly retains jurisdiction as to all matters relating to the interpretation, administration, implementation, and enforcement of the Settlement Agreement and this Final Judgment and Order.

15. Without further Order of the Court, the parties may agree to reasonable extensions of time, not to exceed fourteen days, to carry out any of the provisions of the Settlement Agreement.

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DEBORAH K. CHASANOW  
United States District Judge

# Exhibit 2



Nichols Kaster, PLLP has been practicing law for over thirty years. Its principal office is located in Minneapolis and it has an additional office in San Francisco. Nichols Kaster currently employs twenty-nine full time attorneys focused on advocating for employees' and consumers' rights on both an individual and class action basis.

The firm was recently named to the National Law Journal's 2011 Litigation Boutiques Hot List for its attorneys' courtroom abilities. Nichols Kaster has also been ranked as a Best Law Firm by U.S. News & World Report, as a top plaintiffs' employment law firm by Law360, and by Minnesota Lawyer as one of Minnesota's Top 100 Law Firms. In 2009, Nichols Kaster was ranked as one of the top ten busiest FLSA firms in the country by Litigation Almanac 360, which conducted a study of over 500,000 federal cases and received input from more than 200 law firms. Nichols Kaster was the only plaintiffs' firm in the top ten. On Martindale Hubbell, the firm has a 5 out of 5 peer rating.

Nichols Kaster is led by its experienced and talented partners.

- **Don H. Nichols** has tried over 100 cases to verdict and has obtained over \$50 million dollars for his class and collective clients. Don is highly respected by the legal community, as seen by his fellowship in The College of Labor and Employment Lawyers and certification by the National Board of Trial Advocacy.
- **James H. Kaster** is also recognized for his abilities and experience in the field. He was ranked by Chambers USA as number one among plaintiffs' employment lawyers in Minnesota, selected as a Fellow of the American College of Trial Lawyers and was named Lawyer of the Year by Best Lawyers in 2012.
- **Paul J. Lukas** has been named one of the Top 40 Employment Law Lawyers by Minnesota Law and Politics, named Top Lawyer by Mpls/St. Paul Magazine and named in the Who's Who in Employment Law by Minnesota Law and Politics.
- **Steven Andrew Smith** was named in those lists as well, and also was the recipient of the 2011 Distinguished Pro Bono Service Award from the United States District Court for the District of Minnesota. He was also selected for the Merit Selection Panel regarding the Re-Appointment of U.S. Magistrate Judge Arthur J. Boylan (D. Minn. 2012). He has also received the Martindale Hubble AV Preeminent rating.
- **Michele R. Fisher** is extensively published in prestigious wage and hour publications and has been an editor for some as well. She also has been named to the Who's Who in Employment Lawyers.

- **Matthew H. Morgan** has been an adjunct faculty member at William Mitchell College of Law and a frequent lecturer at legal seminars. He also received a CALI Award in Business Organization and was named to the Who's Who in Employment Law.
- **E. Michelle Drake** has had her cases named as Lawsuits of the Year by Minnesota Law and Politics in both 2008 and 2009. She was also appointed to the Federal Practice Committee in 2010 by the United States District Court for the District of Minnesota.
- **Kai H. Richter** has years of consumer class action experience, having worked with the Minnesota Attorney General's Office prior to coming to Nichols Kaster. He testified before the Minnesota House of Representatives Civil Law Committee regarding consumer litigation in 2012.
- **Rachhana T. Srey** is a frequent lecturer at nationwide seminars. She also contributes to the National Employment Lawyers Association Class and Collective Action Committee's quarterly publication. She recently took a large class case to trial and won significant recovery for the class members.

The firm's partners are consistently named to the Minnesota Super Lawyers or the Super Lawyers' Rising Stars list. In January 2012, the firm's partners were featured in Newsweek's 20 Leaders in Employment Law showcase.

Many of Nichols Kaster's associate attorneys have also been recognized on the Minnesota Super Lawyers and Rising Stars lists over the years. Nichols Kaster's attorneys are active in many organizations, have been admitted in numerous state and appellate courts, and frequently speak to national audiences. Nichols Kaster has tried multiple large class actions to verdict, and its attorneys have experience arguing before the United States Supreme Court, several federal Courts of Appeals and the Minnesota Supreme Court.

## ATTORNEYS

*Complete biographies of all attorneys can be found at [www.nka.com/our-people/lawyers/](http://www.nka.com/our-people/lawyers/) and starting on page 12*

### PARTNERS

- **Donald H. Nichols, Of Counsel**
  - B.A. Augsburg College, 1968
  - J.D. University of Minnesota Law School, 1971
- **James H. Kaster**
  - B.A. Marquette University, 1976
  - J.D. Marquette University, 1979
- **Paul J. Lukas**
  - B.A. St. John's University, 1988
  - J.D. William Mitchell College of Law, 1991
- **Steven Andrew Smith**
  - B.A. Concordia College, 1990
  - J.D. William Mitchell College of Law, 1995
- **Michele R. Fisher**
  - B.A. St. Cloud State University, 1997
  - J.D. William Mitchell College of Law, 2000
- **E. Michelle Drake**
  - B.A. Harvard College, 1996
  - M.Sc. Oxford University, 1998
  - J.D. Harvard Law School, 2001
- **Matthew H. Morgan**
  - B.A. University of Minnesota, 1996
  - J.D. William Mitchell College of Law, 2000
- **Kai H. Richter**
  - B.A. Dartmouth College, 1995
  - J.D. University of Minnesota, 1999
- **Rachhana T. Srey**
  - B.A. University of Minnesota, 2000
  - J.D. William Mitchell College of Law, 2004

### ASSOCIATES

- **Sofia Andersson-Stern**
  - B.A. Middlebury College, 1995
  - M.A. Boston University, 2001
  - J.D. University of Minnesota Law School, 2005

- **G. Tony Atwal**
  - B.S. Pacific University, 1996
  - J.D. William Mitchell College of Law, 2003
- **Rebekah L. Bailey**
  - B.S. Grand Valley State University, 2004
  - J.D. University of Minnesota Law School, 2008
- **Alexander M. Baggio**
  - B.A. University of Wisconsin-Madison, 2005
  - J.D. University of Minnesota Law School, 2009
- **Megan I. Brennan**
  - B.A. University of Minnesota, 2003
  - J.D. Hamline University School of Law, 2006
  - Certificate in Dispute Resolution, Hamline University School of Law, 2006
- **Andrew G. Chase**
  - B.A. University of St. Thomas, 2006
  - J.D. William Mitchell College of Law, 2010
- **Reena I. Desai**
  - B.A. George Washington University, 2002
  - J.D. University of Minnesota Law School, 2007
- **Adam W. Hansen**
  - B.A. University of Wisconsin, 2003
  - J.D. University of Minnesota, 2008
- **Matthew C. Helland**
  - B.A. Rhodes College, 2002
  - J.D. University of Minnesota Law School, 2005
- **Cristina Parra**
  - B.A. Brown University, 2003
  - J.D. University of Michigan Law School, 2007
- **Anna P. Prakash**
  - B.A. University of Michigan, 2002
  - J.D. Cornell Law School, 2005
- **David E. Schlesinger**
  - B.A. Mary Washington College, 2001
  - J.D. University of Minnesota Law School, 2006
- **Tim C. Selander**
  - B.A. University of Wisconsin-Madison, 2002
  - J.D. William Mitchell College of Law, 2006
- **Bonnie Smith**
  - B.A. Yale University, 2004
  - J.D. University of Wisconsin Law School, 2010

- **Sarah W. Steenhoek**
  - B.A. Grinnell College, 2004
  - J.D. William Mitchell College of Law, 2009
- **Katherine Vander Pol**
  - B.A. University of Minnesota, 2006
  - J.D. Hamline University School of Law, 2009
- **Curtis Zaun**
  - B.S. Cornell College, 1993
  - M.A. Hamline University, 1999
  - J.D. Hamline University School of Law, 1996

STAFF ATTORNEYS

- **David J. Carrier**
  - B.A. Luther College, 2009
  - J.D. University of St. Thomas School of Law, 2012
- **Kate Fisher**
  - B.A. College of St. Catherine, 2006
  - J.D. University of St. Thomas School of Law, 2011
- **Joe Hashmall**
  - B.A. Grinnell College, 2006
  - J.D. Cornell Law School, 2009
- **Drew McNeill**
  - B.S. University of St. Thomas, 2009
  - J.D. University of Minnesota Law School, 2012

### **JUDICIAL RECOGNITION**

Courts have widely acknowledged Nichols Kaster's exemplary class action practice. Below are a few examples of such recognition.

- From Judge Sidney H. Stein of the U.S.D.C. S.D.N.Y.:

“Fourth, the quality of representation, as evidenced by the substantial recovery and the qualifications of the attorneys, is high. As then District Judge Gerard E. Lynch recognized, Nichols Kaster is ‘a reputable plaintiff-side employment litigation boutique with a nationwide practice and special expertise prosecuting FLSA cases.’” *Febus v. Guardian First Funding Group, LLC, et al.*, No. 10-2590 (Order granting motion for attorneys’ fees) (S.D.N.Y. June 22, 2012) (citing *Imbeault v. Rick’s Cabaret Int’l Inc.*, No. 08 Civ. 5458 (GEL), 2009 WL 2482134, at \*3 (S.D.N.Y. Aug. 13, 2009)).

- From Judge Joan M. Azrack of the U.S.D.C. E.D.N.Y.:

“...Plaintiffs’ counsel ‘have an established record of competent and successful prosecution of large wage and hour class actions, and the attorneys working on the case are likewise competent and experienced in the area.’”

“Nichols Kaster and O&G’s lawyers have substantial experience prosecuting and settling employment class actions, including wage and hour class actions and are well-versed in wage and hour law and in class action law....Courts have repeatedly found Nichols Kaster and O&G to be adequate class counsel in employment law class actions.”

*Westerfield v. Washington Mutual Bank*, No. 06-2817, 2009 WL 6490084 (Order preliminarily approving settlement and appointing class counsel) (E.D.N.Y. June 26, 2009)

- From Judge Virginia A. Phillips of the U.S.D.C. C.D. Cal.:

“Plaintiffs have demonstrated sufficiently that their counsel will represent the proposed classes adequately. Counsel has identified and investigated the claims in this action, has extensive experience handling class actions similar to this one, has demonstrated knowledge of the applicable law, and has adequate resources to represent the proposed classes.” *Cervantez, et al. v. Celestica Corp., et al.*, No. 07-729 (Order appointing class counsel and certifying the class) (July 30, 2008, C.D. Cal.)

“Over the past two years, Class Counsel has been active in all stages of litigation and has particularly benefitted Plaintiffs through capable handling of motion practice. For

example, Plaintiffs obtained summary judgment on a key issue involving the Morillion doctrine and defeated summary judgment on Defendants' de minimis defense." *Cervantez*, No. 07-729 (Order granting final approval of settlement) (Oct. 29, 2010, C.D. Cal.)

- From Judge Gary Larson of Minn. Dist. Ct., Hennepin County:

"...Plaintiff's counsel are qualified, experienced attorneys that are fully capable of conducting this class action litigation...they are highly qualified, knowledgeable attorneys that are willing to invest the resources necessary to fully prosecute this case." *Karl, et al. v. Uptown Drink, LLC, et al.*, No. 27-CV-10-1926 (Order appointing Nichols Kaster as class counsel and certifying the class) (Nov. 17, 2010, Minn. Dist. Ct.)

- From Judge John G. Koeltl of the U.S.D.C. S.D.N.Y.:

"..class counsel ha[s] demonstrated their interest in vigorously pursuing the claims of the class." *Hart, et al. v. Rick's Cabaret, Intl., Inc., et al.*, No. 09-3043 (Order appointing Nichols Kaster as class counsel and certifying the class) (S.D.N.Y. Dec. 20, 2010)

- From Judge William Alsup of the U.S.D.C. N.D. Cal.:

"Plaintiffs' counsel are experienced class-action counsel." *Hofstetter, et al. v. Chase Home Finance, LLC, et al.*, No. 10-01313 (Order appointing Nichols Kaster as class counsel and certifying the classes) (N.D. Cal. Mar. 31, 2011)

- From Judge Michael J. Davis of the U.S.D.C. D. Minn.:

"The settlement was the result of arm's-length negotiations between experienced counsel. Class Counsel is well known by this Court for their expertise in wage and hour litigation." *Burch, et al. v. Qwest Communications Intl., et al.*, No. 06-03523 (Order granting settlement approval) (D. Minn. Sept. 14, 2012)

- From Magistrate Judge Tony N. Leung of the U.S.D.C. D. Minn.:

"...the combined experience of Plaintiffs' counsel as well as the fact that employment law, particularly the representation of employees, forms a large part of both the firm and counsel's practice persuades this Court that the law firm of Nichols Kaster, PLLP, and its attorneys Steven Andrew Smith and Anna P. Prakash will more than adequately protect the interests of the Class Members." *Fearn, et al. v. Blazin' Beier Ranch, Inc., et al.*, No.

11-743 (Report and Recommendation preliminary approving settlement and appointing class counsel) (D. Minn. Jan. 30, 2012)

“In this case, Plaintiffs have shown good cause under Rule 16(b) because Plaintiffs’ new counsel has shown the necessary diligence. Plaintiffs brought on Nichols Kaster, an experienced employment law firm of high repute as lead counsel in May 2012. Since that time, Plaintiffs have made a concerted effort to comply with this Court’s orders and deadlines.” *Alvarez v. Diversified Maintenance Systems, Inc.*, No. 11-3106 (Order granting motion to amend) (D. Minn. Aug. 21, 2012)

- From Judge Richard H. Kyle of the U.S.D.C. D. Minn.:

“..the court finds that Plaintiffs’ Lead Counsel are qualified to represent the Class” *Stewart, et al. v. CenterPoint Energy Resources Corp.*, 05-CV-1502-RHK/AJB, 2006 WL 839509, at \*1 (D. Minn. Mar. 28, 2006) (Order appointing class counsel and preliminarily certifying the class for settlement purposes).

Nichols Kaster has been appointed class counsel or served as counsel for a collective on hundreds of certified class and collective actions throughout its years of practice. Recent cases include:

*Latham v. Branch Banking & Trust Company*, No. 1:12-cv-00007 (M.D.N.C. Nov. 13, 2012); *Ruffin v. Entertainment of the Eastern Panhandle, Inc.*, No. 3:11-cv-00019 (N.D. W.Va. Nov. 9, 2012); *Spar, et al. v. Cedar Towing & Auction, Inc.*, Case No. 27-CV-11-24993 (Minn. Dist. Ct., Oct. 16, 2012); *Heibel v. U.S. Bank, N.A.*, No. 11-00593, 2012 WL 4463771 (S.D. Ohio, Sept. 27, 2012); *Ginter v. RBS Citizens, N.A.*, No. 12-00008-M-DLM (D.R.I., Sept. 17, 2012); *Kiessel v. The Corvus Group, et al.*, No. 12-390 PAG (N.D. Ohio, July 6, 2012); *Myles v. Prosperity Mortgage Co.*, No. Civ. CCB-11-1234, 2012 WL 1963390 (D. Md., May 31, 2012); *Calderon v. Geico Gen. Ins. Co.*, 279 F.R.D. 337 (D. Md., Feb. 14, 2012); *Baker v. Clear Wireless, LLC*, No. 11-401 (N.D. Fla. Jan. 20, 2012); *Swigart v. Fifth Third Bank*, 276 F.R.D. 210 (S.D. Ohio, Aug. 31, 2011) (granting conditional certification) and 2012 WL 6720562 (S.D. Ohio, Dec. 28, 2012) (granting Rule 23 class certification); *Sliger v. Prospect Mortgage, LLC*, No. 11-465-LKK (E.D.

Cal. Aug. 24, 2011); *Hughes v. Verizon Communications, Inc.*, No. 11-430-LMB (E.D. Va. July 25, 2011); *Shultz v. Hyatt Vacation Marktg. Corp.*, No. 10-4568-LHK (N.D. Cal. May 9, 2011); *McCray v. Cellco Partnership d/b/a Verizon Wireless*, No. 10-02821 SCJ (N.D. Ga. April 8, 2011); *Hofstetter, et al. v. Chase Home Finance, LLC, et al.*, No. 10-1313-WHA (N.D. Cal. Mar. 31, 2011); *Gee v. Suntrust Mortgage, Inc.*, No. 10-01509 (N.D. Cal. Feb. 18, 2011); *Lindberg v. UHS of Lakeside*, No. 10-02014 JPM-DKV (W.D. Tenn. Jan. 21, 2011); *Edwards v. Multiband Corp.*, No. 10-02826 MJD-JJK (D. Minn. Jan. 13, 2011); *Bollinger v. Residential Capital, LLC*, No. C10-1123 RSM (W.D. Wash. Jan. 5, 2011); *Karl v. Drink Uptown, LLC*, No. 27-CV-10-1926 (Minn. Dist. Ct. Nov. 17, 2010); *Norris-Wilson v. Delta-T Group, Inc.*, No.09-916, 2010 WL 3834886 (S.D. Cal. Sept. 30, 2010); *Lyons v. Ameriprise Financial, Inc.*, No. , 2010 WL 3733565 (D. Minn. Sept. 20, 2010); *Luiken v. Domino's Pizza, LLC*, No. 09-516, 2010 WL 2545875 (D. Minn. June 21, 2010); *Clincy v. Galardi South Enterprises, Inc.*, No. 1:09-CV-2082-RWS, 2010 WL 966639 (N.D. Ga. March 12, 2010); *Hart v. Rick's Cabaret International, Inc.*, No. 09-3043 JGK-THK (S.D.N.Y. Dec. 17, 2009 (granting FLSA conditional certification) and (S.D.N.Y. Jan. 3, 2011 (granting Rule 23 class certification))); *Monroe v. FTS USA, LLC*, 257 F.R.D. 634 (W.D. Tenn. Mar. 17, 2009); *Harlow v. Sprint Nextel Corp.*, 254 F.R.D. 418 (D. Kan. Dec. 10, 2008); *Sibley v. Sprint Nextel Corp.*, 254 F.R.D. 662 (D. Kan. Nov. 24, 2008); *Foster v. Nationwide Mutual Insurance Co.*, No. 08-00020 EAS-TPK (S.D. Ohio April 2, 2008).

## AREAS OF PRACTICE

### EMPLOYMENT LITIGATION (Both individual and collective/class actions)

Nichols Kaster has, and continues to, litigate on behalf of thousands of employees in multiple state and nationwide cases. The firm has filed lawsuits regarding various violations, including but not limited to, failure to pay overtime, minimum wage violations, misclassification, off-the-clock work, donning and doffing, discrimination, and Minnesota gratuities statutes violations.

Some recent highlights of Nichols Kaster's employment litigation practice include:

In *Calderon v. GEICO General Insurance Co.*, 2012 WL 6889800 (D. Md. Nov. 29, 2012), the court granted summary judgment in favor of approximately one hundred current and former Security Investigators for GEICO, finding that they were not covered by the administrative exemption. Specifically, the court held that plaintiffs did not exercise discretion and independent judgment as to matters of significance.

In *Bollinger v. Residential Capital*, Civ. No. 2:10-cv-01123 (W.D. Wash. May 30, 2012), the court granted plaintiffs' motion for partial summary judgment, finding that defendants misclassified the underwriter plaintiffs under the administrative exemption, and rejected defendants' argument that there was no evidence of willful violation of the FLSA, stating that "a jury could conclude that Defendants knowingly and recklessly" misclassified plaintiffs.

In *Singleton v. Domino's Pizza, LLC*, Civ. No. 8:11-cv-01823 (D. Md. Jan. 25, 2012), the court denied the defendant's motion to dismiss, issuing a 30-page opinion stating that defendant had not shown that the form at issue complied with the FCRA's disclosure and authorization requirements, as a matter of law.

In *Kasten v. Saint-Gobain Performance Plastics Corp.*, 131 S. Ct. 1325 (2011), the United States Supreme Court found in favor of the plaintiff and held that "an oral complaint of a violation of the Fair Labor Standards Act is protected conduct under the [Act's] anti-retaliation provision." This was a huge win for employees all over the country, as the Supreme Court's decision set a new FLSA anti-retaliation standard.

In *Clinicy v. Galardi South Enterprises, Inc.*, 808 F. Supp. 2d 1326 (N.D. Ga. Sept. 7, 2011), the court granted plaintiffs' motion for partial summary judgment on the issue of misclassification, finding that defendants misclassified adult entertainers as independent contractors and that the entertainers were in fact employees covered by the FLSA.

In *Monroe v. FTS USA, LLC*, Civ. No. 2:08-cv-21 (W.D. Tenn.), in September 2011, a jury found in favor of the plaintiffs, determining that defendants willfully violated the FLSA and

failed to pay plaintiffs for all of their overtime hours, awarding an average of between 8 and 24 off-the-clock hours per week, per plaintiff.

In *Eldredge v. City of Saint Paul*, Civ No. 09-2018 (D. Minn. 2011), plaintiff Eldredge reached a settlement of his case shortly before trial was about to begin that was the second largest paid by the City of Saint Paul in an employment lawsuit.

### **CONSUMER LITIGATION (class actions)**

Nichols Kaster has developed a consumer class action team dedicated to investigating and filing suits to ensure consumers' rights are represented. The consumer cases the firm has filed have alleged various violations, including but not limited to the following: improper force-placement of flood insurance, improper force-placement of hazard insurance, unlawful taxes and fees, deceptive trade practices, fraud, breach of contract, unjust enrichment, and coercion. Since the formal inception of Nichols Kaster's consumer litigation group, the firm has initiated almost 30 lawsuits and in 2012 alone, has filed 9 consumer class actions.

Highlights of Nichols Kaster's consumer litigation practice include:

In *Hofstetter v. JPMorgan Chase Bank, N.A.*, 2011 WL 1225900 (N.D. Cal. Mar. 31, 2011), Nichols Kaster was appointed class counsel for four classes encompassing approximately 40,000 mortgagors against Chase Bank. In the same case, Nichols Kaster secured an approximately \$10MM settlement for the classes. *Hofstetter*, 2011 WL 5545912 (N.D. Cal. Nov. 14, 2011).

In *Spar, et al. v. Cedar Towing & Auction, Inc.*, Case No. 27-CV-11-24993 (Minn. Dist. Ct., Oct. 16, 2012), Nichols Kaster won class certification and was appointed class counsel for a class of approximately six thousand Minneapolis consumers who plaintiffs alleged had been charged illegal towing fees by defendant.

In *Lass v. Bank of America, N.A., et al.*, --- F.3d ---, 2012 WL 4240504 (1st Cir. 2012), the United States Court of Appeals for the First Circuit struck down the district court's ruling that had dismissed plaintiff's claims. The Court found that plaintiff's allegations regarding excessive flood insurance and improper kickbacks had been properly alleged and that the case should proceed.

In *Rasschaert, et al. v. Frontier Communications Corp., et al.*, No. 11-cv-02963 (D. Minn. Nov. 19, 2012), the court granted preliminary approval of the parties' partial settlement, certifying a class of over one hundred thousand Minnesota Frontier Internet services customers and appointing Nichols Kaster as class counsel.

In *Ellsworth v. U.S. Bank, N.A. and American Security Ins. Co.*, Civ. No. 3:12-cv-02506-LB (N.D. Cal. Dec. 11, 2012), the court denied defendant U.S. Bank's motion to dismiss and defendant American Security Insurance Company's motion to dismiss, finding that plaintiff had sufficiently alleged his claims.

In *Walls v. JPMorgan Chase Bank, N.A.*, Civ. No. 3:11-cv-00673 (W.D. Ky. July 30, 2012), a case regarding force-placed flood insurance, the court denied defendant's motion to dismiss, stating that the plaintiff's mortgage agreement did not explicitly provide that the lender's flood insurance requirement could change at will and that Kentucky contracts contain provisions which can impose limits on discretion afforded by a contract, thus rejecting defendant's interpretation of plaintiff's mortgage agreement for purposes of the motion.

In *Stewart v. CenterPoint Energy Resources Corp.*, 2006 WL 839509 (D. Minn. Mar. 26, 2006), Nichols Kaster achieved a significant class action settlement on behalf of more than 2,500 low-income households who were left without heat by CenterPoint Energy in violation of Minnesota's "Cold Weather Rule."

## ATTORNEY BIOGRAPHIES

### **Partners:**

Donald H. Nichols: Don graduated from the University of Minnesota Law School in 1971. He has over 35 years of experience in the practice of law. He is a Minnesota State Bar Association Certified Trial Specialist and has tried over 100 cases to verdict. He has litigated close to 50 overtime and minimum wage class and collective actions on behalf of thousands of clients and has obtained over \$50MM for those clients. Don's national reputation has provided him the opportunity to lecture at over 100 seminars involving a myriad of legal topics. He is admitted to practice in the United States Supreme Court, multiple appellate and district courts, as well as the state bars of Minnesota, New York and Georgia.

James H. Kaster: Jim graduated from Marquette University in 1979. He has since tried well over 100 cases to verdict or decision, including a successful case in front of the United States Supreme Court (*Kasten v. Saint-Gobain Performance Plastics Corp.*). His success in the courtroom includes earning many million dollar and multi-million dollar recoveries for the plaintiffs. Jim is also a frequent lecturer before local, state, and national organizations on damage recovery and trial skills. He has been published multiple times in the Minnesota Trial Lawyer publication and was selected as a Fellow of the American College of Trial Lawyers which is a premier professional trial organization in America whose membership is limited to 1% of the trial lawyers in any state or province.

Steven Andrew Smith: Steve graduated from William Mitchell College of Law in 1995, *cum laude*. Steve's trial experience includes trials to verdict in sexual harassment, whistleblower, reprisal/retaliation, commission, contract, gender discrimination, marital status discrimination, disability, and wage and hour claims. Steve has also litigated several notable cases having substantial effect on employees' rights under state and federal employment laws. Steve is often invited to lecture on employment issues both nationally and locally. He has also authored a number of articles on employment law issues such as sexual harassment in the workplace.

Paul J. Lukas: Paul graduated from William Mitchell College of Law in 1991. Early in his career, Paul tried a wide variety of criminal cases, including the nationally renowned *State v. Porter* case before the Minnesota Supreme Court. He then focused his practice on civil plaintiff litigation, representing thousands of employees and consumers and obtaining well over \$100MM for his clients. Paul is a frequent lecturer on a national level and has been recognized consistently by the Minnesota Super Lawyers.

Michele R. Fisher: Michele graduated from William Mitchell College of Law in 2000. She has since honed her trial skills and has handled numerous jury trials and arbitrations. She has become a regular speaker at local and national conferences and routinely acts as an author and editor for wage and hour publications. Michele also has had the honor of acting as co-chair and faculty member of the Practising Law Institute's Managing Wage & Hour Risks Annual Conference in New York City.

E. Michelle Drake: Michelle graduated from Harvard Law School in 2001. She began her practice of law by trying high stakes criminal cases as a public defender in Atlanta, Georgia. She then moved to Minnesota and began practicing civil litigation with Nichols Kaster. Michelle has earned recognition in the legal community, as seen by the fact her opinions have been published in the National Law Journal, her cases have been named "Lawsuits of the Year" by Minnesota Law & Politics and she has spoken at numerous legal education seminars. Michelle heads the Consumer Class Action Team at Nichols Kaster and has been instrumental in the success of that practice for the firm.

Matthew H. Morgan: Matt graduated from William Mitchell College of Law in 2000. He has become a skilled litigator since, trying cases to verdict in both jury and bench trials. In 2012, Matt tried two jury trials against large health organizations and received verdicts in favor of the plaintiff in each of them. Matt has represented clients on a variety of complex matters including non-competition and non-solicitation provisions of employment and separation agreements, discrimination, retaliation, professional licensure, sexual harassment, breach of duty of loyalty, unfair competition, and breach of contract.

Kai H. Richter: Kai attended University of Minnesota Law School, graduating *cum laude*. Kai has extensive consumer litigation experience, beginning with his time managing the Complex Litigation Division of the Minnesota Attorney General's office. He was integral to the afore-mentioned achievement of class certification and settlement in the *Hofstetter* case. Kai also has testified before the Minnesota House of Representatives Civil Law Committee regarding consumer enforcement litigation and other social justice matters.

Rachhana T. Srey: Rachhana graduated from William Mitchell College of Law *cum laude*. She has handled a variety of cases in her career and was a part of the trial team who won in the afore-mentioned *FTS* matter. Rachhana contributes to the National Employment Lawyers Association Class and Collective Action Committee's quarterly publication and has spoken nationally and locally on topics related to the FLSA and discovery in civil litigation.

**Associates:**

Sofia Andersson-Stern: Sofia attended University of Minnesota Law School and graduated *cum laude*. She is an integral member of Nichols Kaster's class action and individual

employment litigation practice. Sofia has litigated a variety of issues including discrimination, commissions, sexual harassment, and claims brought under the Family and Medical Leave Act and state and federal whistleblower statutes. She also is a member of several professional organizations and a proficient Spanish speaker.

G. Tony Atwal: Tony graduated from William Mitchell Law School in 2003. He has extensive appellate practice and has recently begun to focus on consumer class actions. Tony is a part of Nichols Kaster's consumer origination group, working to investigate potential consumer cases and also litigating current class actions. Tony also teaches appellate briefing at William Mitchell.

Alexander M. Baggio: Alex attended University of Minnesota Law School and graduated *cum laude*. Alex focuses on class and collective actions, currently representing thousands of employees regarding commission payments, minimum wage, overtime, and improper meal and break deductions. Prior to working at Nichols Kaster, Alex clerked for the Honorable Gary Larson and Janet Poston of the Minnesota District Courts.

Rebekah L. Bailey: Rebekah also attended University of Minnesota Law School and graduated *magna cum laude*. She has significant experience in litigating complex class actions and had been involved in several of the firm's biggest consumer cases. She is also a board member for the Alumni Advisory Journal of Law & Inequality and has won an award for Excellence in Labor and Employment Law, ABA-BNA.

Megan I. Brennan: Megan graduated from Hamline University School of Law *summa cum laude*. She also received a Certificate in Dispute Resolution from Hamline. Megan has extensive litigation experience and has also served as an Adjunct Professor at the University of Minnesota Law School. Megan recently took a case to verdict in Minnesota state court and achieved a successful result for the plaintiffs (*Karl v. Uptown Drink, LLC*).

Andrew G. Chase: Andrew attended William Mitchell College of Law and graduated *cum laude*. He is a member of the firm's Business Development Group, and is instrumental in investigating and preparing cases for litigation. Andrew also represents clients in multi-plaintiff collective and class actions. He has received recognition for his efforts outside of the office as well, as a recipient of Achievement in Volunteer Public Service from the Minnesota Justice Foundation.

Reena I. Desai: Reena graduated from the University of Minnesota Law School *cum laude*. She has dedicated the majority of her career to helping thousands of employees recover unpaid wages and has also handled cases involving race and disability discrimination. Reena has extensive complex litigation experience and has spoken on several panels regarding employment and civil rights.

Adam W. Hansen: Adam received his J.D. from University of Minnesota Law School and began his career in the judicial system clerking in the Minnesota Supreme Court and the United States Court of Appeals for the Eighth Circuit. He then moved to civil litigation, representing clients in a variety of contexts, including discrimination, retaliation, harassment, whistleblower, breach-of-contract, severance, and wage and hour disputes.

Matthew C. Helland: Matt attended University of Minnesota Law School and graduated *magna cum laude*. He works out of the firm's San Francisco office and is well-versed in both California and Minnesota state law. Matt has worked on multiple large class actions in his career, involving a variety of issues, including wage and hour rights, WARN Act violations, breach of contract, and Truth in Lending Act claims.

Cristina Parra: Cristina attended University of Michigan Law School and has represented employees for several years in state and federal court, arbitrations and administrative hearings. Cristina is also a qualified neutral in Minnesota. In 2011, she was selected as an A. Leon Higginbotham Jr. Fellow of the American Arbitration Association. Cristina is also fluent in Spanish.

Anna P. Prakash: Anna graduated from Cornell Law School and began her career as a civil rights attorney for the United States Department of Education in Washington, D.C. She has since become a skilled civil litigator and has achieved many successes for her clients, including the afore-mentioned summary judgment win in *Clincy* and the trial win in *FTS*. Anna has recently become involved with the firm's Consumer Class Action Team and looks forward to being an advocate for consumer rights.

David E. Schlesinger: David graduated from University of Minnesota Law School *cum laude*. He has since represented thousands of employees in cases involving discrimination, retaliation, breach of contract, unpaid wages, shareholder rights, FLSA, and non-competes and trade secrets. David, as first-chair, has tried and won cases in both trial and arbitration. He has also argued before the Minnesota Supreme Court. David teaches Practice and Professionalism at the University of Minnesota Law School.

Tim C. Selander: Tim received his J.D. from William Mitchell College of Law and has since litigated claims in federal and state courts, as well as arbitration. Tim has represented workers in disputes related to unpaid wages, overtime pay, commissions, and wrongful termination. Tim has been a frequent speaker at continuing legal education seminars and served as a panelist for the Law360 Employment Editorial Advisory Board.

Bonnie M. Smith: Bonnie attended University of Wisconsin Law School, graduating *cum laude*. She has won an unemployment benefits appeal, defeated summary judgment in a pregnancy discrimination case, second-chaired an arbitration to hold an employer liable for

breach of contract, and negotiated substantial settlements for clients in several cases. Bonnie has also been a contributor to an ABA subcommittee on the FMLA.

Sarah W. Steenhoek: Sarah attended William Mitchell College of Law, graduating *summa cum laude*. She is a member of the firm's Consumer Class Action Team, representing thousands of consumers against big companies and banks. Sarah also has experience litigating employment matters, recently as a member of the trial team who won a verdict against a large health organization for the plaintiff.

Katherine Vander Pol: Katherine graduated from Hamline University School of Law. She has represented employees in both individual and class action matters. She was recently part of a trial team who achieved a successful verdict for the plaintiffs in Minnesota state court (*Karl v. Uptown Drink, LLC*). Katherine also has spoken at multiple legal seminars and leads the firm in investigating and pursuing whistleblower litigation.

Curtis Zaun: Curtis attended Hamline University School of Law and graduated *cum laude*. Curtis has extensive experience, having worked as an assistant Minnesota Attorney General, Senior Counsel for Educational Credit Management Corporation, and most recently as a consumer litigation attorney. Curtis is now a member of Nichols Kaster's wage and hour class action team and focuses his practice on representing employee rights. Curtis also has served as the Alumni Board of Directors President for Hamline University School of Law.

#### **Staff Attorneys:**

David J. Carrier: David attended University of St. Thomas School of Law. He is a member of Nichols Kaster's consumer class action team and works on litigation regarding unfair, deceptive and unlawful practices. Prior to joining Nichols Kaster, David clerked for the U.S. Attorney's Office for the District of Minnesota and the Ramsey County Attorney's Office.

Kate Fisher: Kate attended University of St. Thomas School of Law as well, graduating *cum laude*. Kate has been dedicated to employment law since law school, and garnered recognition from St. Thomas and the Minnesota State Bar Association for her efforts while a student, winning the Dean's Award in Employment Law and Labor Law and the MSBA Labor & Employment Law Section Student Award.

Joe Hashmall: Joe graduated *cum laude* from Cornell Law School. Joe is a member of Nichols Kaster's consumer class action team. He also is a part of the consumer origination group, working to investigate and identify new areas in consumer litigation. Prior to joining Nichols Kaster, Joe clerked for President Judge Bonnie B. Leadbetter of the Pennsylvania Commonwealth Court and for the Honorable David J. Ten Eyck of the Minnesota District Court.

Drew McNeill: Drew attended the University of Minnesota Law School and graduated *magna cum laude*. Drew focuses on primarily single-plaintiff employment cases at Nichols Kaster. He also has experience in consumer matters, having clerked for the Federal Trade Commission's Midwest Regional Office in Chicago, prior to joining Nichols Kaster. Drew also served as a Managing Editor on the *Minnesota Law Review* while attending law school.

# Exhibit 3

**IN THE UNITED STATES DISTRICT COURTS  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>ELIZABETH HUNTER, LINDA</b>	)	
<b>STOIKE, and WILLIAM GARRAUGHTY,</b>	)	
<b>individually and on behalf of all others</b>	)	
<b>similarly situated,</b>	)	
	)	<b>Case No. 09 CV 6178</b>
	)	
<b>Plaintiff,</b>	)	
	)	<b>Judge Rebecca Pallmeyer</b>
<b>v.</b>	)	
	)	<b>Magistrate Judge Susan Cox</b>
<b>FIRST TRANSIT, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	

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<b>TASHA JOSHAWAY,</b>	)	
<b>MICHAEL YURKOWSKI, GEORGE</b>	)	<b>Case No. 10 CV 7002</b>
<b>BECKETT, DEBBIE GOIN, and PENNIE</b>	)	
<b>JOHNSON, individually and on behalf</b>	)	
<b>of all others similarly situated,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	<b>Judge Rebecca Pallmeyer</b>
<b>v.</b>	)	
	)	<b>Magistrate Judge Susan Cox</b>
<b>FIRST STUDENT, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	

**ADMINISTRATIVE ORDER NO. 1**

This cause comes before the Court upon joint motion of all parties for entry of an Order preliminarily approving the Settlement Agreement in the above-captioned litigation.

The Court has reviewed the parties' Settlement Agreement and the exhibits attached thereto and preliminarily finds that the proposed settlement is a fair, reasonable and adequate resolution of the issues in this proceeding and therefore,

**IT IS ORDERED** that:

1. The following Class and Subclasses are conditionally certified for settlement purposes only:

a. **Definition of "Settlement Class"**

An individual is a member of the Settlement Class if, between October 5, 2007 and August 10, 2010, First Transit or First Student: (1) procured a consumer report about the individual without making the disclosure required by 15 U.S.C. § 1681b(b)(2)(A)(i); (2) procured a consumer report about the individual without the individual's written authorization; or (3) took adverse action against the individual based in whole or in part on a consumer report without first providing the individual a copy of his or her consumer report and the FTC's Summary of FCRA Rights.

b. **Definition of "Disclosure Subclass"**

An individual is a member of the Disclosure Subclass if and only if the individual satisfies both of the following conditions: (1) one of the Defendants procured a consumer report about the individual between October 5, 2007 and August 10, 2010; and (2) the Defendant that procured the consumer report made the disclosure required by 15 U.S.C. § 1681b(b)(2)(A)(i) using a document that contained a release of liability or that otherwise did not comply with that provision.

c. **Definition of "No Authorization Subclass"**

An individual is a member of the No Authorization Subclass if and only if the

individual satisfies one or both of the following conditions: (1) between October 5, 2007 and August 10, 2010, a consumer report regarding the individual was procured and uploaded to the J.J. Keller & Associates, Inc. Driver Management Online database (“DMO”), and either: (i) the consumer report was uploaded to the DMO more than seven days before the individual’s Part I Form was uploaded to the DMO, or (ii) no Part I Form for the individual was ever uploaded to the DMO; or (2) one of the Defendants procured from AFR a consumer report about the individual between October 5, 2007 and August 10, 2010.

d. **Definition of “Adverse Action Subclass.”**

An individual is a member of the Adverse Action Subclass if and only if the individual satisfies all of the following conditions: (1) one of the Defendants procured a consumer report about the individual; (2) one of the Defendants took adverse action against the individual based in whole or in part on the consumer report; (3) such adverse action took place between October 5, 2007 and August 10, 2010, and (4) the individual did not receive from First Transit or First Student both a copy of his or her consumer report and the FTC’s Summary of FCRA Rights before suffering such adverse action, or First Transit or First Student did not otherwise comply with the requirements of the FCRA when taking such adverse action.

2. Matthew Piers, Joshua Karsh, Kalman Resnick, and Christopher Wilmes are designated as Class Counsel. Elizabeth Hunter, Linda Stoike, William Garraughty, Tasha Joshaway, Michael Yurkowski, Debbie Goin, Pennie Johnson, and George Beckett are designated as representatives for the Disclosure Subclass. Elizabeth Hunter, William Garraughty, Tasha Joshaway, Michael Yurkowski, Debbie

Goin, and George Beckett are designated as representatives for the Adverse Action Subclass. George Beckett is designated as a representative for the Authorization Subclass.

3. The form of class notice attached to the Settlement Agreement as Exhibit B and the plan for its dissemination specified in the Settlement Agreement are approved and will be mailed to Class Members no later than 45 days after entry of this Order.

4. Pending the outcome of a final fairness hearing, all members of the Settlement Class are preliminarily enjoined from commencing, prosecuting, or maintaining any claim already asserted in, and encompassed by, these Actions, or challenging or seeking review of or relief from any order, judgment, act, decision, or ruling of this Court in connection with the Settlement Agreement.

5. A final fairness hearing will be held on August 1, 2011 at 9:30 a.m. in Courtroom 2119 of the Dirksen Federal Building, 219 S. Dearborn St., Chicago, Illinois.

ENTERED:



United States District Court

Dated:

March 25, 2011

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

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ADRIAN SINGLETON, et al.

Case No.: 8:11-cv-01823-DKC

Plaintiffs,

vs.

**PROPOSED ORDER GRANTING  
PRELIMINARY APPROVAL**

DOMINO'S PIZZA LLC,  
Defendant.

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This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement. The Court has considered the papers submitted by Plaintiffs in support of the motion. Upon consideration of these motion papers, it is hereby ORDERED that Plaintiffs' Motion is GRANTED.

The parties' settlement is preliminarily APPROVED, the proposed classes are CERTIFIED for settlement purposes only, the Named Plaintiffs are APPOINTED Class Representatives, Nichols Kaster, PLLP is APPOINTED Class Counsel, the form and method of notice is APPROVED, and a final fairness hearing is SCHEDULED for \_\_\_\_\_, 2013, at \_\_\_\_ .m., at \_\_\_\_\_, Greenbelt, Maryland.

SO ORDERED.

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

\_\_\_\_\_  
Hon. Deborah K. Chasanow  
United States Chief District Judge