

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JOSE FLORES,)	
on behalf of himself and all others)	
similarly situated,)	
)	
Plaintiff,)	C.A. No. 14-3298
vs.)	
)	CLASS ACTION
EXPRESS SERVICES, INC., and)	
EXPRESS PERSONNEL – PHILADELPHIA,)	
)	
Defendants)	
)	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is hereby entered into by and between JOSE FLORES (the “Class Representative”) on behalf of himself and other similarly situated individuals (collectively “Plaintiffs”), and EXPRESS SERVICES, INC. d/b/a Express Employment Professionals and EXPRESS PERSONNEL – PHILADELPHIA d/b/a Express Employment Professionals (together, “Defendants”). Plaintiff and Defendants are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, on June 9, 2014, the Class Representative filed a Class Action Complaint; on July 24, 2014 filed an Amended Class Action Complaint; and, on October 22, 2014, filed a Second Amended Class Action Complaint against Defendants in the United States District Court for the Eastern District of Pennsylvania, captioned *Jose Flores v. Express Services, Inc. and Express Personnel - Philadelphia*, Civil Action No. 14-3298, alleging that Defendants violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”), by failing to provide the required pre-adverse action notice to employees and job applicants, as required by the FCRA, so that they are afforded the opportunity to correct any inaccuracies in background checks before the employer takes adverse action against them (the “Litigation”);

WHEREAS, the purpose of this Agreement is to settle the Class Representative’s claims and the claims of the Settlement Class Members as alleged in the Litigation;

WHEREAS, Defendants deny the allegations and claims asserted by Plaintiffs in the Litigation and deny that class certification would be appropriate if the case was litigated rather than settled, but nonetheless, without admitting or conceding any liability or damages whatsoever,

Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing to defend the Litigation;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Litigation, including, but not limited to, reviewing documents and data,

WHEREAS, the Parties have engaged in extensive arm's length negotiations, three days of private mediation and numerous follow-up telephone calls among themselves and with the valuable assistance of a private mediator, concerning the settlement of the claims asserted in the Litigation; and

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

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

1. DEFINITIONS

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

1.1 "Automatic Payment" shall mean the payment of Fifty Dollars (\$50.00) to each Settlement Class Member who does not opt out of the Settlement Class and who does not file a Damages Claim.

1.2 "CAFA Notice" means notice of this proposed settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).

1.3 "Claim Form" shall mean the document, substantially in the form of Exhibit D, to be mailed to Settlement Class Members together with the Settlement Class Notice.

1.4 "Claimant" shall mean a Settlement Class Member who timely files a Damages Claim.

1.5 "Claims Submission Deadline" shall mean the date sixty (60) days after the Fairness Hearing by which all Claim Forms must be submitted.

1.6 "Class Members" or "Settlement Class Members" or the "Class" or the "Settlement Class" means all natural persons residing within the jurisdiction of the United States Court of Appeals for the Third Circuit who (i) beginning two (2) years prior to the filing of the Complaint;

(ii) applied for employment with Defendants; (iii) were the subject of a consumer report used by Defendants for employment purposes; (iv) were the subject of an adverse employment action by Defendants; and, (v) were not provided with a copy of the report and/or a written summary of their rights under the FCRA prior to the adverse action..

1.7 “Court” shall mean the United States District Court for the Eastern District of Pennsylvania, where the above-referenced case, captioned *Jose Flores v. Express Services, Inc. and Express Personnel - Philadelphia*, Civil Action No. 14-3298, is currently pending.

1.8 “Damages Claim” shall mean a claim for Recoverable Damages under section 6.1(B) hereof submitted by a Settlement Class Member in the form attached hereto as Exhibit D that is received by the Settlement Administrator on or before the date described in section 6.1(B) hereof.

1.9 “Defendants’ Counsel” shall mean Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.10 The “Effective Date” is the date on which this Agreement becomes effective, which shall mean the later of: (1) thirty (30) days following the Court’s Order granting final approval of the settlement if no appeal is taken, or (2) the date of the Court’s entry of a final order and judgment after resolving any appeals.

1.11 “Final Approval” means the approval of the Agreement by the Court at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

1.12 “Final Approval Order” or “Final Judgment” means a final order and judgment entered by the Court giving Final Approval to the Agreement and dismissing with prejudice Plaintiffs’ claims and entering a judgment according to the terms set forth in this Agreement, substantially in the form of Exhibit A hereto.

1.13 “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve this Settlement, enter the Final Approval Order, and make such other rulings as are contemplated by this Settlement. The Final Approval Hearing shall not be scheduled for a date less than 90 days following the mailing of the CAFA Notice.

1.14 “Individual Settlement and Service Award” means the payment made from the Settlement Fund to the Class Representative for his individual claims and his service in the matter. Subject to Court approval, this amount will be Ten Thousand Dollars and Zero Cents (\$10,000.00).

1.15 “Net Settlement Fund” means the amount remaining in the Settlement Fund after the deduction of Court-approved attorneys’ fees and expenses, the payment of the costs of settlement and administration to the Settlement Administrator, and a Court-approved Individual Settlement and Service Award to Class Representative. The proceeds remaining in the Net Settlement Fund will be distributed to Settlement Class Members by the Settlement Administrator as set forth herein.

1.16 “Notice of Objection” means an objection made by a Settlement Class Member to this Settlement by sending a written notice of such objection within sixty (60) days after the Settlement Notice (the “Objection Date”) is mailed to Settlement Class Members.

1.17 “Notice and Administration Expenses” means the fees, costs, and expenses incurred by the Settlement Administrator to carry out its obligations under this Agreement.

1.18 “Opt-Out Deadline” means sixty (60) days from the date on which the Settlement Administrator mails the Settlement Notice to Settlement Class Members.

1.19 “Plan of Allocation” refers to the methodology by which the Net Settlement Fund will be distributed to Settlement Class Members.

1.20 “Preliminary Approval” means preliminary approval of the Agreement by the Court, conditional certification of the Settlement Class, and approval of the method and content of notice to the Settlement Class.

1.21 “Preliminary Approval Hearing” means the initial hearing that shall be requested by the Parties in order for the Court to consider the Parties’ proposed Settlement.

1.22 “Preliminary Approval Motion” means the motion that Plaintiffs shall file seeking the Court’s preliminary approval of the Settlement.

1.23 “Preliminary Approval Order” means the order entered by the Court granting Preliminary Approval substantially in the form of Exhibit B hereto.

1.24 “Recoverable Damages” shall mean an amount not in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for damages proven to have been incurred by a Settlement Class Member as a result of the failure of the Defendants to provide such Member with the pre-adverse action notice required by the FCRA.

1.25 “Released Parties” means Express Services, Inc., Express Personnel – Philadelphia, and their respective present, former and future affiliates, divisions, parents, subsidiaries, corporate family members, insurers, indemnitors, officers, directors, partners, employees, agents, attorneys, servants, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, representatives, trustees, principals, and assigns, individually, jointly and severally, as well as Express Services, Inc.’s past and present franchisees located within Delaware, New Jersey, Pennsylvania, and the United States Virgin Islands.

1.26 “Request for Exclusion” means the request to opt-out of the Settlement as set forth in section 9 hereof.

1.27 “Settlement” means the agreement between the Class Representative (on behalf of himself personally and as proposed representative of the Settlement Class Members) and Defendants to settle and compromise Class Representative’s and the Settlement Class Members’ claims in the Litigation, as memorialized in this Agreement and the accompanying documents attached hereto, fully, finally and forever.

1.28 “Settlement Administrator” shall mean RSM US LLP.

1.29 “Settlement Class Counsel” or “Class Counsel” shall mean James A. Francis, John Soumilas, David A. Searles and Lauren KW Brennan of the law firm Francis & Mailman, P.C.

1.30 “Settlement Fund” means the settlement amount of Five Million, Seven Hundred Fifty Thousand Dollars and Zero Cents (\$5,750,000.00) to be paid by Defendants to the Settlement Administrator and distributed to Settlement Class Members, the Class Representative, the Settlement Administrator for the costs of notice and administration, and Class Counsel in accordance with the terms of this Agreement, which is the maximum amount Defendants will pay to settle the Litigation as set forth in this Agreement.

1.31 “Settlement Notice” is the notice to be sent to the Settlement Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the Court’s approval thereof, which shall contain the information set forth in Section 8.2 of this Agreement and be substantially in the form of Exhibit C hereto.

2. PRACTICE CHANGES

2.1 Practice Changes

Defendants affirmatively represent that they have changed practices to address the conduct complained of in the Litigation.

2.2 Defendants’ Denial of Wrongdoing or Liability

Defendants have asserted and continue to assert many defenses in the Litigation and have expressly denied and continue to deny any fault, wrongdoing or liability whatsoever arising out of the conduct alleged in the Litigation. Defendants expressly deny any fault, wrongdoing or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Litigation. The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained in, this Agreement, nor any of the implementing documents or actions taken under them, nor Defendants’ willingness to enter into this Agreement, nor the content or fact of any negotiations, communications, and discussions associated with the Settlement shall constitute or be construed as an admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, violation of law or liability whatsoever, the validity of any claim or fact alleged in the Litigation, or any infirmity of any defense asserted by Defendants in the litigation.

2.3 No Admission by Defendants of Elements of Class Certification

Defendants deny that a class should properly be certified other than for purposes of this Settlement and reserve their rights to continue to contest any class certification motion. Nothing in this Agreement shall be construed as an admission by Defendants or any of the Released Parties that this Litigation is amenable to class certification for any purpose.

3. HEARINGS AND MOTION FOR PRELIMINARY APPROVAL

3.1 On or before October 21, 2016, Settlement Class Counsel shall file an unopposed

Preliminary Approval Motion with the Court, which shall seek entry of an order that would, for settlement purposes only: (i) certify a conditional settlement class under Federal Rule of Civil Procedure 23 composed of the Settlement Class Members; (ii) preliminarily approve this proposed Settlement Agreement; (iii) approve the manner of notice to the proposed Settlement Class Members, objection procedures and opt-out procedures; (iv) certify the Class Representative as the representative of the Class; (v) appoint Settlement Class Counsel; and (vi) appoint the Settlement Administrator. The Preliminary Approval Motion shall also ask the Court to schedule a Fairness Hearing.

3.2 The date of any Fairness Hearing shall be no earlier than ninety (90) days after the CAFA Notice is served. Defendants' Counsel agree to provide the CAFA Notice within ten (10) days of the proposed settlement of this class action being filed with the Court, and to file a certification with the Court that the CAFA Notice has been served and upon whom it has been served. Class Counsel shall file a motion for final approval of the Settlement and a petition for fees and costs (the "Fee Petition") no later than ten (10) days prior to the Fairness Hearing.

4. CLASS LIST

4.1 Defendants have represented that there are approximately 36,848 Settlement Class Members. Plaintiffs have relied on this representation in entering this Settlement, and Defendants' estimate constitutes a material term of the Settlement. Defendants agree to provide confirmatory discovery as necessary to Plaintiffs to assist in identifying and ascertaining the Settlement Class size and membership. If the Class size turns out to be in excess of 42,375, Plaintiffs may, in their discretion, declare the Settlement void.

4.2 Defendants will provide the Settlement Administrator with a list of the names and last known addresses of the Settlement Class Members in readable electronic form no later than seven (7) days after the entry of the Preliminary Approval Order. In preparing the Class Member List, Defendants shall use reasonable, good faith efforts to identify Class Members. The Settlement Administrator shall ensure that the information that it receives from Defendants and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendant as well as applicable law. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendant and Class Members without the prior written consent of all Parties.

5. THE SETTLEMENT FUND

5.1 Creation of and Deposit Into the Settlement Fund

The Settlement Fund shall consist of Five Million, Seven Hundred Fifty Thousand Dollars and Zero Cents (\$5,750,000.00) to be paid to the Settlement Administrator by Defendants. The sum of Sixty Thousand Dollars and Zero Cents (\$60,000.00) shall be paid to the Settlement Administrator within five (5) business days after entry of the Preliminary Approval Order, to be used to pay costs of notice to the Class and other related expenses incurred by the Settlement Administrator prior to the date of the Fairness Hearing. The balance of the Settlement Fund, in the amount of Five Million, Six Hundred Ninety Thousand Dollars and Zero Cents

(\$5,690,000.00), shall be paid by Defendants to the Settlement Administrator within ten (10) business days after the Effective Date.

5.2 Responsibilities of the Settlement Administrator

(A) Settlement Website and Toll-Free Telephone Number

(1) Not later than fourteen (14) days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish (a) a website labeled as www.FloresExpressClassAction.Info (or something substantially similar) which will contain, among other things, the Settlement Notice; the Second Amended Complaint in the Litigation; the Defendants' Answers to the Second Amended Complaint; the Settlement Agreement; the Motion for Preliminary Approval of the Settlement; and, the Preliminary Approval Order; and, (b) a toll-free number for Settlement Class members to call with questions.

(2) The website and the toll-free number shall be maintained while the Settlement Administrator is administering the Settlement and processing claims under this Agreement. The internet address of the website and the toll-free number shall be included in the Settlement Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The website shall be capable of accepting Claim Forms filed by Class members. The telephone line shall be capable of receiving requests for Claim Forms, and providing general information concerning deadlines for objecting to or opting out of the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

(B) Mailing of Settlement Notice and Claim Form

Within fourteen (14) days after the entry of the Preliminary Approval Order, the Settlement Administrator will mail the Settlement Notice and a Claim Form, subject to any changes made by the Court, to each Class Member at their last known address, as updated by the Settlement Administrator with one round of skip-tracing.

(C) Re-Mailing of Settlement Notice

The address of the Settlement Administrator will be used as the return address for the Settlement Notice. With respect to those persons whose Settlement Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain an updated address for each such person from the United States Post Office, and if such an address is obtained, shall resend the Settlement Notice and Claim Form to that updated address.

(D) Processing Claim Forms

The Settlement Administrator shall receive and process Claim Forms as set forth in section 6.1(B)(4) below.

(E) Reporting

The Parties will have equal access to the Settlement Administrator. The Settlement Administrator will provide regular reports to the Parties, but no less frequently than every two weeks, regarding the status of the mailing of the Settlement Notices to Settlement Class Members, the identity and number of Settlement Class Members who object and/or opt-out of the Settlement, the submission of Claim Forms and the distribution and redemption of the Settlement Checks.

The Settlement Administrator shall observe all reporting requirements with respect to the need, if any, to issue IRS Form 1099s to Settlement Class Members.

5.3 Notice and Settlement Administration Expenses

All costs of notice and settlement administration shall be paid from the Settlement Fund per Paragraph 5.1 of this Agreement.

6. ALLOCATION OF THE SETTLEMENT FUND AND DISBURSEMENT OF THE SETTLEMENT FUND PAYMENTS

6.1 Plan of Allocation of the Net Settlement Fund

The Net Settlement Fund shall be allocated to the Class Members as follows:

(A) Automatic Payment to Settlement Class Members

The sum of One Million, Eight Hundred Forty-Two Thousand, and Four Hundred Dollars (\$1,842,400.00) shall be allocated from the Net Settlement Fund for the Automatic Payment individual payments of Fifty Dollars (\$50.00) to each Settlement Class Member who does not opt out of the Settlement Class and who does not file a Damages Claim. Within 30 days after the Effective Date, those Settlement Class Members will be mailed an Automatic Payment from the Settlement Administrator.

(B) Damages Claims

1. The sum of One Million, Eight Hundred Thirty, and Eight Hundred Fifty Dollars (\$1,830,850.00) (the "Damages Claims Fund") shall be allocated to pay Damages Claims not in excess of \$2,500.00 for each Settlement Class Member who submits a Claim Form in the form attached hereto as Exhibit D. A Settlement Class Member may submit a Claim Form (a) certifying to the best of his or her knowledge, information, and belief that the Settlement Class Member lost or was delayed in obtaining an employment opportunity as a direct result of the conduct that qualifies that Settlement Class Member to be a member of the Settlement Class; and (b) stating the amount of Recoverable Damages claimed.

2. It is understood by the Parties that the amount of the Damages Claims distributed to Class Members will vary based upon the rate of participation by Class Members in submitting Claims Forms.

3. All Claim Forms must be submitted no later than the Claims Submission Deadline. For purposes of determining timeliness, a Claim Form (or resubmitted

Claim Form) shall be deemed to have been submitted when postmarked by the postal service or other expedited mail service.

4. The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any Damages Claim that is not substantially completed in full or that is not signed by the Settlement Class Member. Further, the Settlement Administrator shall disallow any Damages Claim if the claimant is not a member of the Settlement Class. If the Damages Claim is disallowed for any reason, then the Settlement Administrator, within ten (10) days after the decision to disallow, shall notify the Settlement Class Member by first class mail, with a copy to Class Counsel and Defendants' Counsel, (a) that the claim has been disallowed in whole or in part; and, (b) the reasons for such disallowance. A Claimant may, within fourteen (14) days after mailing of the notice of disallowance, resubmit a disallowed Claim Form, which shall be reviewed by the Settlement Administrator as above and either finally allowed or finally disallowed by the Settlement Administrator within seven days after receipt of the resubmitted Claim Form. The Settlement Administrator shall notify the Settlement Class Member, Class Counsel, and Defendants' Counsel with respect to any such decision on a resubmitted Claim Form, provided, however, that Defendants shall at any time have the right to treat any disallowed resubmitted Claim Form as having been allowed notwithstanding the Settlement Administrator's disallowance. Settlement Class Members who fail to submit allowed Claim Forms will be treated, under paragraph 6.1(A) hereof, as if they did not submit a Damages Claim.

(C) **Uncashed and Unclaimed Funds**

Class Members will have ninety (90) days from the date on which the Settlement checks are issued to cash them. Any remaining checks uncashed on that date shall become null and void, and any such Class Member will have no further recourse pursuant to this Settlement. To the extent money remains in the Net Settlement Fund following payment of the Automatic Payments and payments from the Damages Claims Fund, those funds may be applied by the Settlement Administrator to defray reasonable, outstanding costs of notice and administration. Any funds remaining after such application shall be distributed to the Veterans Multi-Service Center, www.vmcenter.org, and The Salvation Army, Eastern Pennsylvania & Delaware Division as the *cy pres* recipients. Such funds are to be distributed with the understanding that the recipients agree to direct any *cy pres* funds to their programs that work to help ex-offenders or those with criminal histories find jobs.

6.2 Settlement Amounts Payable as Attorneys' Fees and Costs

(A) Class Counsel shall petition the Court for an award of attorneys' fees, plus reimbursement of litigation costs and expenses, in an amount not to exceed One Million, Nine Hundred Fourteen Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$1,914,750.00). After depositing the Settlement Fund with the Settlement Administrator per Paragraph 5.1 of this Agreement, Defendants shall have no additional liability for Class Counsel's attorneys' fees and costs.

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

(C) Within five (5) business days after the Effective Date, the Settlement Administrator shall deduct Class Counsel's Court-approved fees and expenses pursuant to this Settlement from the Settlement Fund and make that payment to Class Counsel prior to making disbursements to Class Members out of the remaining Net Settlement Fund.

(D) The substance of the Fee Petition is to be considered separately from the Court's consideration of the fairness, reasonableness, and good faith of the Settlement of the Litigation. The outcome of any proceeding related to the Fee Petition shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Any fees or costs sought by Class Counsel but not approved by the Court shall be distributed to a *cy pres* recipient in accordance with Section 6.1(C) above.

6.3 Individual Settlement and Service Award to Class Representative

The Class Representative shall, subject to Court approval, receive from the Settlement Fund a one-time Individual Settlement and Service Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) in consideration of the settlement of his individual claims and for his services in this matter. Within five (5) business days after the Effective Date, the Settlement Administrator shall remit these funds to Class Counsel, who shall then distribute the Individual Settlement and Service Award to the Class Representative. The Class Representative will also be entitled to his respective portion of the Settlement Fund as a member of the Settlement Class. The Class Representative agrees to the general release in Section 7.2 in consideration for his receipt of the Individual Settlement and Service Award, if any, and his respective share of the Settlement Fund. Any amount sought by Class Counsel for the Class Representative but not approved by the Court shall be distributed to a *cy pres* recipient in accordance with Section 6.1(C) above.

6.4 Undeliverable Settlement Checks

In the event that a Settlement Fund disbursement is returned as undeliverable, the Settlement Administrator shall promptly re-mail the returned Settlement check to a corrected address of the intended Class Member recipient as may be determined by the Settlement Administrator through reasonable efforts of the Settlement Administrator. If a corrected address cannot be obtained for the intended Class Member recipient, such returned distribution shall be distributed to a *cy pres* recipient in accordance with Section 6.1(C) above.

6.5 Tax Consequences to Class Members

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

Counsel shall be held responsible for any such tax consequences.

6.6 No Reversion of Funds to Defendants

There shall be no reversion of any portion of the Settlement Fund to Defendants. To the extent residual funds remain in the Net Settlement Fund following all distributions to Class Members as set forth in Section 6.1 above, such funds may be applied by the Settlement Administrator to defray reasonable, outstanding costs of notice and administration. Any funds remaining after such application shall be distributed to a *cy pres* recipient in accordance with Section 6.1(C) above.

7. RELEASE OF CLAIMS

7.1 Settlement Class Members

Upon the Effective Date, and in exchange for the relief described in this Agreement, all Settlement Class Members, including the persons who did not validly opt out of the Settlement, on behalf of themselves and their issue, heirs, representatives, successors, predecessors, agents, executors, trustees, guardians, wards, attorneys, partners, administrators or assigns, and all those acting on their behalf completely, finally and forever release and discharge the Released Parties of and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) arising under the Fair Credit Reporting Act and any similar federal, state, or local statutes, ordinances, or laws referring or relating to the allegations made in this Litigation. The claims are released regardless of whether they are known or unknown, concealed or hidden, suspected or unsuspected, anticipated or unanticipated, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, fixed or contingent. It is expressly understood and agreed between the Parties that accuracy related claims against non-party consumer reporting agencies are not affected by this Release.

7.2 Class Representative

Upon the Effective Date, the Class Representative, on behalf of himself and his issue, heirs, representatives, successors, predecessors, agents, executors, trustees, guardians, wards, attorneys, partners, administrators or assigns, and all those acting on his behalf completely, finally and forever releases and discharges the Released Parties of and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, that the Class Representative, his issue, heirs, representatives, successors, predecessors, agents, executors, trustees, guardians, wards, attorneys, partners, administrators or assigns, and all those acting on his behalf, ever had, now has or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, up to and including the date the Class Representative executes this General Release.

8. THE SETTLEMENT NOTICE

8.1 Class Counsel shall bear the cost and responsibility of the preparation of the Settlement Notice, which shall be subject to comment and prior approval by Defendants' Counsel. The Settlement Administrator will be responsible for actually mailing the Settlement Notices, and its address will be used as the return address for the Settlement Notice. The Settlement Administrator shall mail the Settlement Notice by first-class mail to the Class Members at their mailing addresses no later than fourteen (14) days after entry of the Preliminary Approval Order. In the event that a Settlement Notice is returned as undeliverable, the Settlement Administrator shall re-mail the Settlement Notice to the corrected address, if any, of the intended Class Member recipient as may be determined by the Settlement Administrator through reasonable efforts of the Settlement Administrator.

8.2 The Settlement Notice shall contain at least the following information:

(A) That the Settlement shall become effective only if it is finally approved by the Court;

(B) That, if approved, the Settlement shall be effective as to all Class Members that do not timely exclude themselves;

(C) That such Class Member has the right to object to this Settlement, either in person or through counsel, and be heard at the Fairness Hearing;

(D) The projected dollar amount such Class Member may receive as a net payment under this Settlement, if this Settlement becomes effective, which amount shall be calculated by Class Counsel;

(E) That upon the Effective Date, and in exchange for the consideration described in the Settlement Notice, those Class Members who have not timely opted out shall be bound by the Release as set forth herein; and

(F) That each Settlement Class Member has a right to exclude himself or herself from the Settlement as set forth herein.

9. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

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

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

9.3 After the deadline for submission of Requests for Exclusion, the Settlement Administrator shall prepare a list of all people who have timely excluded themselves from the Settlement and shall provide such list to Class Counsel and Defendants' Counsel, who will then report the names appearing on this list to the Court at or before the time of the Final Approval Hearing.

10. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

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

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

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

11. MISCELLANEOUS PROVISIONS

11.1 Cooperation Between the Parties; Further Acts

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

11.2 Admissibility of Settlement Agreement

This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this

Settlement; and (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation.

11.3 Entire Agreement

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

11.4 Binding Effect

This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

11.5 Arms' Length Transaction; Materiality of Terms

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

11.6 Captions

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

11.7 Construction

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

11.8 No Claims Arising from this Settlement Agreement

No person shall have any claim against the Released Parties, Defendants, Defendants' Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Agreement-related order(s) of the Court.

11.9 Governing Law

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except

to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

11.10 Continuing Jurisdiction

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

11.11 Waivers, etc. to Be in Writing

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

11.12 Notices

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

If to Defendants:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
1735 Market Street, Suite 3000
Philadelphia, PA 19103
Attention: Donald D. Gamburg, Esq.

If to Plaintiffs:

Francis & Mailman, P.C.
Land Title Building, Suite 1902
100 South Broad Street
Philadelphia, PA 19119
Attention: James A. Francis, Esq.

11.13 Authorization of Counsel

Settlement Class Counsel, on behalf of the Class, are expressly authorized by Class Representative and the Settlement Class Members to take all appropriate action required or

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

11.14 Counterparts

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

11.15 Facsimile and Scanned Signatures

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

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

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.


Dated: _____, 2016

By: _____
Donald D. Gamburg, Esq.
Julie A. Donahue, Esq.

Attorneys for Defendants

FRANCIS & MAILMAN, P.C.

Dated: 10-14, 2016

By:  _____
James A. Francis, Esq.
David A. Searles, Esq.
Attorneys for Plaintiff and Class Members

Dated: 10/13, 2016

 _____
Jose Flores

Dated: _____, 2016

Express Services, Inc.

By: _____

Its: _____

Dated: _____, 2016

Express Personnel - Philadelphia

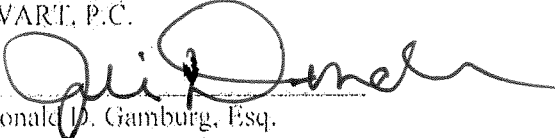
By: _____

Its: _____

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

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: October 21, 2016

By: 
Donald J. Gamburg, Esq.
Julie A. Donahue, Esq.

Attorneys for Defendants

FRANCIS & MAILMAN, P.C.

Dated: _____, 2016

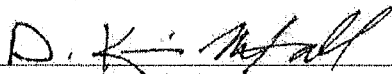
By: _____
James A. Francis, Esq.
David A. Scarles, Esq.
Attorneys for Plaintiff and Class Members

Dated: _____, 2016

Jose Flores

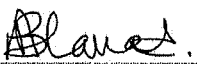
Dated: October 20, 2016

Express Services, Inc., d/b/a Express Employment Professionals

By: 
D. Keith McFall, Executive Vice President

Dated: October 21, 2016

Express Personnel -- Philadelphia, d/b/a Express Employment Professionals

By: 

Its: OWNER