

APPENDIX I

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BRUCE TAYLOR, *on behalf of himself and
those similarly situated,*

Plaintiff,

v.

J.B. HUNT TRANSPORT SERVICES, INC.,
Defendant.

C.A. NO. 1:22-cv-4832-CPO-MJS

STIPULATION AND SETTLEMENT AGREEMENT BETWEEN PLAINTIFF AND
J.B. HUNT TRANSPORT SERVICES, INC.

This Settlement Agreement (“Agreement”) is made and entered into this 8TH day of November, 2024 by and between Plaintiff Bruce Taylor (“**Plaintiff**”), on behalf of himself and the Settlement Class defined below and described herein, and Defendant J.B. Hunt Transport Services, Inc. (hereinafter referred to as “**Defendant**” or “**J.B. Hunt,**”) related to claims in *Taylor v. J.B. Hunt Transport Services, Inc.*, No. 1:22-CV-04832-CPO-MJS (the “**Action**”). Plaintiff and J.B. Hunt are collectively referred to herein as the “**Parties.**” This Stipulation is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof. This Settlement Agreement is intended by the Parties, as represented by Counsel, to settle the class action claims as follows:

I. THE FAIR CREDIT REPORTING ACT CLAIMS

On June 22, 2022, Plaintiff filed a Complaint in the Superior Court of New Jersey (*Bruce Taylor v. J.B. Hunt Transport Services, Inc.*, Civil Action No. CAM-L-001599-22). The case was removed to the District of New Jersey by the Defendant on July 29, 2022. (*Taylor v. J.B. Hunt Transport Services, Inc.*, No. 1:22-CV-04832-CPO-MJS, ECF 1). The Action alleges that J.B. Hunt violated section 1681b(b)(3) of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–1681x

(the “FCRA”), on behalf of Plaintiff and a class of individuals. The Action is filed on behalf of the Named Plaintiff, individually, as well as on behalf of similarly situated consumers.

Plaintiff alleges that J.B. Hunt violated the FCRA by failing to comply with 15 U.S.C. § 1681b(b)(3). J.B. Hunt denies Plaintiff’s allegations and denies that it committed any violation of the FCRA.

The Action seeks to recover actual and statutory damages, punitive damages, and attorneys’ fees and costs. The Named Plaintiff and Settlement Class Members in the Action are represented by James A. Francis, John Soumilas, and Lauren KW Brennan of Francis Mailman Soumilas, P.C.; and Robert P. Cocco (“Class Counsel”). J.B. Hunt is represented by Stephanie Adler-Paindiris and James M. McDonnell (“Defense Counsel”).

Following the filing of the Action, the Parties engaged in comprehensive discovery through which Class Counsel was provided with information regarding whether J.B. Hunt provided notice and a copy of the consumer reports it obtained on consumers before making employment eligibility determinations based upon such consumer report, as well as the number of consumers affected by J.B. Hunt’s practices. The Parties reached a settlement after jointly retaining the services of an experienced mediator, Rodney Max, Esq., and engaging in a mediation, and further engaging in additional arms-length negotiations in the days and weeks after that mediation, which resulted in this Settlement.

III. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLEMENT

Plaintiff believes that the claims asserted in the lawsuit have merit and that if the case did not settle they would prevail at trial. Similarly, J.B. Hunt has presented arguments supporting strong defenses to the action and if tried, it believes it would succeed on the merits. As a result, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued

proceedings necessary to prosecute the case against J.B. Hunt through trial and through appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, including proceedings involving class certification. Plaintiff and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits on the Settlement Classes and is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Classes.

IV. TERMS OF THE AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective attorneys, that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Settlement as follows:

1. Definitions

- 1.1.** “Action” means the case styled *Taylor v. J.B. Hunt Transport Services, Inc.*, No. 1:22-CV-04832-CPO-MJS (D.N.J.).
- 1.2.** “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*
- 1.3.** “CAFA Notice” means the notice described in section 4.7 below.
- 1.4.** “Class Counsel” means James A. Francis, John Soumilas, and Lauren KW Brennan of Francis Mailman Soumilas, P.C. and Robert P. Cocco of the Law Offices of Robert P. Cocco.
- 1.5.** “Class List” means the list of Settlement Class Members to be compiled by Defendant pursuant to section 2.5 below.
- 1.6.** “Court” means the United States District Court for the District of New Jersey.
- 1.7.** “Defendant” or “J.B. Hunt” means J.B. Hunt Transport Services, Inc.
- 1.8.** “Defense Counsel” means Stephanie Adler-Paindiris and James M. McDonnell.

1.9. “Effective Date” is the date on which this Court’s entry of the Final Approval Order and this Court’s order regarding attorneys’ fees have all become final because the following has occurred: (i) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of three (3) business days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed (which date shall be deemed to be thirty-three (33) days following the entry of the Final Approval Order, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the thirty-third (33rd) day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day after such thirty-third (33rd) day); and (iii) if such motion to alter or amend is filed, or if an appeal is taken, three (3) business days after a determination of any such motion or appeal that permits the consummation of the Settlement. For purposes of this definition, the term “appeal” includes all writ proceedings.

1.10. “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x.

1.11. “Final Approval Hearing” means the hearing scheduled to consider final approval of the Settlement and awards to the Class Representative and Class Counsel.

1.12. “Final Approval Order” or “Judgment” means a judgment and order of dismissal entered by the Court in the Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Settlement, in the form attached hereto as **Exhibit A**.

1.13. “Individual Settlement and Service Award” means the one-time payment to Plaintiff for the time and resources he has put into representing the Settlement Class Members and

in consideration of the general release he is giving to the Released Parties, as set forth in sections 3.2 and 9.2.

1.14. “Settlement Class Members” are all employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action, from June 22, 2020 through September 11, 2024.

1.15. “No-Notice Subgroup” means those Settlement Class Members for whom Defendant has no record of sending any pre adverse action notice or copy of the relevant consumer report, as shown by the data included on the Class List.

1.16. “Notice” means the form of notice to be provided to the Settlement Class, as further described in section 4.

1.17. “Opt-Out” means to timely request exclusion from the Settlement pursuant to Federal Rule Civil Procedure 23(c)(2)(B) and the procedure set forth in section 5.

1.18. “Order Directing Notice to the Class” means the order proposed and submitted by the Parties as set forth in section 4.1, in the form attached hereto as **Exhibit B**.

1.19. “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or

any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.20. “Plaintiff” or “Class Representative” means Bruce Taylor.

1.21. “Released Claims” means those claims described with specificity in Section 3.

1.22. “Released Parties” means (i) Defendant J.B. Hunt Transport Services, Inc.; (ii) Defendant’s past, present and future parents, subsidiaries, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (iii) the past, present and future shareholders, officers, directors, members, employees, independent contractors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii). For the avoidance of doubt, “Released Parties” specifically excludes any entity which provided a consumer report giving rise to a Settlement Class Member’s inclusion on the Class List, including but not limited to the parties in *Taylor v. Carco et al*, C.A. No. 1:22-cv-07547-CPO-MJS (D.N.J.).

1.23. “Settlement” means the terms and conditions of settlement as described in this Settlement Agreement.

1.24. “Settlement Fund” means the amounts set forth in section 2.7.

1.25. “Settlement Hearing” means the hearing described in 4

1.26. “Settling Parties” means Plaintiff and J.B. Hunt as described in sections 1.7 and 1.20.

1.27. “Terminating Events” shall have the meaning set forth in section 10 below.

1.28. “Termination Notice” shall have the meaning set forth in section 10 below.

2. The Settlement Class Members And Consideration

2.1. For the purposes of effectuating the Settlement only, Plaintiff, Settlement Class Members and J.B. Hunt agree jointly to request that the Court certify the Settlement Class as set forth herein.

2.2. For the purposes of settlement, the Settlement Class shall consist of:

All employees of Defendant J.B. Hunt Transport Services, Inc., or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action, from June 22, 2020 through September 11, 2024.

Based upon Defendant's response to Plaintiff's Interrogatory 1, as supplemented on October 21, 2024 and November 5, 2024 Defendant's records indicate that there are 14,915 members of the Settlement, including 5,681 for whom Defendant has no record of sending any pre adverse action notice or copy of the report (the "No Notice Subgroup").

2.3. On the Effective Date, the Settlement Class set forth in section 2.2 above shall become permanently certified unless the Judgment does not become final.

2.4. In the event the Settlement is not finally approved and implemented, or the Judgment does not become final, the Settlement Class is dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue of class certification will be decided *de novo*, and J.B. Hunt is not precluded from challenging class certification for any reason and no objections or arguments have been waived by this Settlement Agreement or the proceedings in connection therewith.

2.5. Defendant will provide a final Class List to the Settlement Administrator consistent with the Court's Preliminary Approval Order to reflect June 22, 2020 through September 11, 2024, no later than twenty-one (21) days after the Entry of the Court's Order granting preliminary approval of the settlement. The final Class List shall include each Settlement Class Member's name, most recent mailing address, Social Security Number, any electronic mail address available in J.B. Hunt's system for the individual, and the date that any pre-adverse action notice and copy of the relevant report was sent to such individual. The absence of such a date shall reflect that J.B. Hunt has no record of sending a pre-adverse action notice and report copy to the individual and that such individual is a member of the No Notice Subgroup.

2.6. J.B. Hunt agrees that since the filing of this lawsuit, it has reviewed and revised its policies and procedures to comply with FCRA section 1681b(b)(3) for both job applicants and existing employees, and as part of this settlement agrees to continue to review, improve and implement such policies and procedures. J.B. Hunt will provide a declaration to Class Counsel confirming its review and revision of its policies and procedures related to FCRA compliance.

2.7. J.B. Hunt agrees to establish a non-reversionary settlement fund of five million dollars (\$5,000,000.00) to settle the claims of the Settlement Class (the "Settlement Fund"). The Settlement Fund includes payment to Settlement Class Members, notice to Settlement Class Members, and claims administration expenses. The Settlement Fund also includes, subject to Court approval, payment of attorneys' fees of up to one-third (1/3) of the Settlement Fund, as well as Class Counsel's reasonable costs and litigation expenses. The Settlement Fund also includes, subject to Court approval, payment of an individual settlement and service award to the Class Representative.

2.7.1. The allocation plan of the Settlement Fund is as follows:

2.7.1.1. One Third of the total Settlement Fund, plus \$26,367.01 representing Class Counsel's estimated litigation costs and expenses, shall be reserved for payment of the attorneys' fees and costs as awarded by the Court. Any portion of these funds not awarded by the Court following Class Counsel's Fee Petition shall be distributed to the *cy pres* recipient pursuant to section 2.12 below.

2.7.1.2. Fifty Two Thousand Dollars (\$52,000) shall be reserved for payment of the costs of notice to the Settlement Class and administration of the settlement.

2.7.1.3. Fifteen Thousand Dollars (\$15,000) shall be reserved for payment of an individual settlement and service award to the Class Representative. Any portion of these funds not awarded by the Court following Class Counsel's Fee Petition shall be distributed to the *cy pres* recipient pursuant to section 2.12 below.

2.7.1.4. Two Million Two Hundred Thirty Nine Thousand, Nine Hundred Sixty Six Dollars and Thirty Two Cents (\$2,239,966.32) shall be reserved for *pro rata* payments to members on the No Notice Subgroup.

2.7.1.5. Nine Hundred Thousand Four Hundred Dollars (\$923,400.00) shall be reserved for automatic payments to Settlement Class Members who are not in the No Notice Subgroup.

2.8. J.B. Hunt shall deposit or arrange to deposit the Settlement Fund into an interest-bearing account ("Escrow Account") with the financial institution designated by the Settlement Administrator, subject to reasonable approval by J.B. Hunt, within seven (7) days of the Effective Date, provided that the Settlement Administrator has provided J.B. Hunt with its Form 1099 and wiring instructions for the payment no later than fourteen (14) days before the Effective Date. An initial payment of \$50,000 to cover expected notice and administration costs shall be placed into a trust account for use by the settlement administrator within fourteen (14) days after entry of the Order Directing Notice to the Class by the Court and J.B. Hunt's receipt of the Settlement Administrator's Form 1099 and wiring instructions for the payment. This initial payment is not

intended as a cap on the total amount paid for notice and administration, all of which will be paid out of the Settlement Fund.

2.9. The amounts payable from the Settlement Fund for the court-approved Individual Settlement and Service Award, and for Class Counsel's attorneys' fees and costs shall be payable within fourteen (14) days after the Effective Date.

2.10. Automatic payments in the amount of \$100.00 shall be issued to Settlement Class Members who do not fall within the No Notice Subgroup, and who did not opt out and whose Notices were not returned as undeliverable. These payments shall be mailed by the Settlement Administrator within fourteen (14) days after the Effective Date. Automatic payment checks pursuant to this section shall become stale and void after sixty-three (63) days of mailing.

2.11. Within seven (7) days after the stale date of the last automatic payment check issued pursuant to section 2.10 above, the Settlement Administrator shall calculate the amount of the checks to be issued to members of the No Notice Subgroup. This calculation shall be made by adding any of the funds reserved pursuant to section 2.7.1.5 after the stale date of the automatic payment checks together with the funds reserved pursuant to section 2.7.1.4, and dividing by the number of No Notice Subgroup members who did not opt out and whose Notices were not returned as undeliverable. The Settlement Administrator shall issue checks pursuant to this section within fourteen (14) days of conducting the calculation referenced herein. Checks issued pursuant to this section shall become stale and void after sixty (63) days of mailing.

2.12. Any funds remaining in the Settlement Fund seventy (70) days after mailing of the checks issued to members of the No Notice Subgroup pursuant to section 2.11, together with any amounts of unawarded attorneys' fees, costs, expenses, or individual settlement and service award

pursuant to section 2.7.1.1 and 2.7.1.3, shall be delivered to the National Consumer Law Center as *cy pres* recipient, subject to Court approval.

2.13. All taxes on the income of the Settlement Fund and tax-related expenses incurred in connection with the taxation of the Settlement Fund, if any, shall be paid out of the Settlement Fund.

2.14. Settlement Class Members shall be solely responsible for the taxes, interest, and penalties due and owing, if any, should the payment of Settlement Funds, or any portion thereof, be determined to be taxable.

2.15. Any costs and/or fees that are necessary for the Settlement Administrator to prepare and/or deliver or otherwise administer forms W-9 and 1099 as may be required for any Settlement Class Member shall be included in the costs of notice and administration.

3. Releases

3.1 Class Members: Upon entry of final judgment dismissing the Complaint with prejudice, Plaintiff and all Class members shall release the Released Parties from any and all legal or equitable claims that were or could have been asserted in the Action relating in any way to Defendant's alleged failure to comply with FCRA section 1681b(b)(3), up to and including the Effective Date.

3.2 In exchange for his Individual Settlement and Service Award, Plaintiff Bruce Taylor, his heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Released Parties as defined above in Paragraph 1.22 of and from any and all claims, known and unknown, asserted or unasserted, which Bruce Taylor has or may have against Released Parties as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any Federal or state law or common law.

4. Notice of Order and Settlement Hearing

4.1 Upon execution of this Settlement and no later than November 8, 2024, Plaintiff shall move the Court for an Order Directing Notice to the Class of the terms of this Settlement Agreement with J.B. Hunt's consent. It is contemplated that the consent motion for an Order Directing Notice to the Class will be filed contemporaneously with the filing of this Settlement Agreement. The Parties shall submit to the Court the Settlement Agreement, together with its Exhibits, and shall apply for an Order Directing Notice to the Class, substantially in the form and content of **Exhibit B** hereto, requesting, *inter alia*, (a) approval for the distribution of the Notices substantially in the form and content of Exhibits C, D, and E hereto; (b) the method by which Settlement Class Members may request exclusion from the Settlement pursuant to section 5 below and the deadline to do so, (c), the method by which Settlement Class Members may object to the Settlement pursuant to section 6 below and the deadline to do so; and (d) a time and date for the Final Approval Hearing.

4.2 The primary form of notice to Settlement Class Members shall be via electronic mail to the extent Defendant maintains an electronic mail address for the Settlement Class Members. Defendant represents that it maintains electronic mail addresses for some of the Settlement Class Members and communicates with consumers via electronic mail in the ordinary course of its business. The Parties agree that notice via electronic mail is the most practicable method available. If Defendant is not in possession of an electronic mail address for any Settlement Class Member, notice shall be delivered by U.S. Mail to the last known address of the Settlement Class Member.

4.3.1 The Settlement Administrator shall send, via electronic mail (or U.S. Mail in the instances where Defendant is not in possession of an electronic mail address), a notice in the

form of **Exhibit C** to members of the Settlement Class. The Settlement Administrator shall send these notices no later than twenty-eight (28) days after the entry of the Order Directing Notice to the Class.

4.3.2 For Settlement Class Members for whom no electronic mail address is available, or whose electronic mail notices were returned as undeliverable after the second attempt, the Settlement Administrator shall send the postcard notices described herein. Prior to sending postcard notice to any Settlement Class Member, the Settlement Administrator shall update mailing addresses through the USPS National Change of Address database and utilize an address verification resource to identify missing addresses. If the Settlement Administrator receives address change notifications from the U.S. Postal Service within twenty-eight (28) days of mailing of any postcard notice, the Settlement Administrator will re-mail the postcard notice. Where applicable, the Settlement Administrator shall send, via U.S. Mail, a notice in the form of **Exhibit D** to members of the Settlement Class.

4.3 All Settlement Class Members who do not opt out pursuant to section 5 below within sixty-three (63) days from the date of sending of the notices, as described in the notices, shall be considered Settlement Class Members and shall be bound by the terms of the Settlement.

4.4 The Settlement Administrator will establish a website containing detailed information about the Settlement Agreement, including the Long Form Notice in the form of **Exhibit E**, frequently asked questions and answers, pleadings, relevant litigation documents, and contact information for Class Counsel. The Settlement Administrator will terminate the websites sixty-three (63) days after the later of either (a) one year after the Effective Date or (b) the date on which the Settlement Agreement is terminated.

4.5 The Settlement Administrator shall establish a Telephone Assistance Program, including a toll-free telephone number, which will have recordings that answer questions from the Settlement Class Members. The Settlement Administrator shall make reasonable efforts to provide all information available through the toll-free numbers in Spanish as well as English. The Settlement Administrator shall provide periodic updates to Class Counsel regarding the total number of calls Settlement Class Members make to the toll-free number.

4.7 The Settlement Administrator shall cause notice of the proposed settlement that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, to be served on the appropriate federal and state officials no later than ten (10) days after the filing of this Settlement with the Court (“CAFA Notice”).

5. Procedure to Opt-Out of the Settlement:

5.1 Settlement Class Members may request to opt out of the Settlement Class by sending a written request to the Settlement Administrator either electronically via the electronic mail address provided on the settlement website and in the class notices, or to the address provided on the settlement website and in the class notices. All opt out requests must be directed to “Opt Out Requests – *Taylor v. J.B. Hunt* Settlement Administrator” and must contain the Settlement Class Member’s full name, current mailing address and telephone number, and a specific statement that the Settlement Class Member wants to be excluded from the settlement. Opt out requests must be sent via electronic mail or postmarked no later than sixty-three (63) days after the date of notice. In no event shall persons who purport to opt out of any Settlement Class as a group, aggregate, or class involving more than one Settlement Class Member, be considered valid opt-outs. Opt out requests that do not comply with the provisions of this paragraph, shall be invalid.

5.2 No later than seven (7) days after the deadline for submission of a request to opt out, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of all persons who have properly Opted Out of the Settlement together with copies of the opt-out requests. The Settlement Administrator's judgment as to whether an Opt-Out is valid shall control and be binding.

6. Procedure to Object to the Settlement

6.1 Any Settlement Class Member who does not opt out, but who instead wishes to object to the Settlement, may do so by filing with the Clerk of Court, and serving on Class Counsel and Defense Counsel, a notice of their intention to object, which shall include the following:

- a. The name of the Action;
- b. The objector's full name, address, e-mail address, and telephone number;
- c. A statement with specificity of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- d. The number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the

firm's prior such objections that were issued by the trial and appellate courts in each listed case;

- g. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. The objector's signature (an attorney's signature is not sufficient).

6.2 Objections must be mailed so that they are postmarked no later sixty-three (63) days after the date of the notice. The objection and any supplement must indicate whether the Class member and/or his attorney(s) intends to appear at the Final Approval Hearing. Any attorney who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than fourteen (14) days before the Final Approval Hearing.

6.3 Unless otherwise allowed by law, only Settlement Class Members who object to the Settlement pursuant to the terms set forth above and in compliance with the deadlines set forth above and in the Order Directing Notices to the Classes shall have their objections considered by the Court, be heard during the Final Approval Hearing, or have the right to appeal any Final Judgment or ruling on Class Counsel's request for attorneys' fees.

6.4 If a Settlement Class Member submits both an objection and a request to opt out pursuant to section 5, the request to opt out shall be controlling.

7. Final Approval Hearing Judgment and Notice

7.1 The Final Approval Hearing, as established in the Order Directing Notice to the Class, shall be for the purpose of consideration of final approval of the Settlement set forth in this Settlement Agreement, and shall occur no earlier than one hundred twenty (120) days after the Order Directing Notice to the Class.

7.2 No later than fourteen (14) days after the deadline for objections and opt out requests, the Settlement Administrator will provide to Class Counsel a declaration certifying that it has fully complied with the notice provisions set forth herein, and providing the total number of Settlement Class Members who submitted objections and opt out requests. Class Counsel will cause a copy of the declaration to be filed on the docket.

8. Administration and Supervision of the Settlement Fund

8.1 A Settlement Administrator will be selected by Class Counsel with approval by the Court. The Settlement Administrator shall serve as a neutral third party to provide notice to the Class and class administration services. The Settlement Administrator will be approved by and responsible to the Court, and shall directly administer the Notice of the Settlement, and shall control the Settlement Fund, subject to Court approval. The Settlement Administrator shall administer and oversee the sending of the court-approved Notices and distribution of funds from the Settlement Fund only with mutual approval of both J.B. Hunt and Class Counsel. All funds shall be maintained in the Escrow Account unless the Parties jointly agree otherwise. Costs of settlement administration shall be paid out of the Settlement Fund. On completion of the administration of the Settlement, the Settlement Administrator shall provide or cause to be provided to the Court a final report on its administration of the Settlement. The Settlement Administrator shall have and shall provide to Class Counsel and Defense Counsel reasonable

access to documents relating to compliance, accounting and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement. The Settlement Administrator shall hold all documents and information received regarding Settlement Class Members and potential Settlement Class Members in a commercially secure location, in confidence, and not use such information for any purpose apart from administering the settlement. Notwithstanding the foregoing, absent express written permission of Defense Counsel, the Settlement Administrator shall not share any personally identifying information of Settlement Class Members or potential Settlement Class Members with Plaintiff or Class Counsel.

8.2 No person shall have any claim against the Settlement Administrator, Plaintiff, Class Counsel, Defense Counsel and/or J.B. Hunt based on the monetary payments made substantially in accordance with this Settlement Agreement, or further order(s) of the Court or stipulations of the Parties on the record.

9. Plaintiff's Counsel's Attorneys' Fees and Reimbursement of Expenses

9.1 Within fifty (50) days after the entry of the Order Directing Notice to the Class, Class Counsel shall make an application to the Court for an award from the Settlement Fund for attorneys' fees not to exceed one-third of the total Settlement Fund plus reasonable costs and litigation expenses. A copy of the application shall be made available on the website established by the Settlement Administrator. The Court's award of fees and costs shall be payable from the Settlement Fund within fourteen (14) days after the Effective Date. Any amount requested and not awarded by the Court shall be delivered to the *cy pres* recipient pursuant to section 2.12 above.

9.2 Plaintiff shall apply to the Court for the Individual Settlement and Service Award, which shall be in addition to any other sum he may receive as a Settlement Class Member. This

application shall be included in the Motion for Final Approval. The court-approved Individual Settlement and Service Award shall be payable from the Settlement Fund within fourteen (14) days after the Effective Date. Any amount requested and not awarded by the Court shall be delivered to the *cy pres* recipient pursuant to section 2.12 above.

10. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

10.1 Plaintiff or J.B. Hunt at any of their sole discretion, shall each have the right to terminate the Settlement and this Settlement Agreement, including dissolution of the Settlement Class, if any of the following conditions subsequently occurs (“Terminating Events”):

- (a) the Court’s refusal to direct notice to the classes or permanently approve this Settlement or any material part of it;
- (b) the Court requires a notice program in addition to or substantially different from that set forth herein;
- (c) the Court declines to enter the Judgment in any material respect;
- (d) the Judgment is reversed, vacated or modified in any material respect by the Third Circuit Court of Appeals, the United States Supreme Court, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

10.2 The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys’ fees, costs and other expenses or for the Service Award shall not be grounds for Plaintiff, the Settlement Class Members, or Class Counsel to terminate this Settlement.

10.3 If any Party exercises its respective rights to terminate this Settlement and Settlement Agreement pursuant to section 10.1 herein, the Party shall terminate the Settlement, including dissolving the Settlement Classes, by delivering written notice of the election to terminate (“Termination Notice”) to all other parties and their counsel hereto within twenty-

eight (28) days of the Terminating Event. If a Termination Notice is so provided, then the Settlement shall be canceled and terminated unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Settlement.

10.4 In the event that the Settlement is terminated as provided for herein, then (a) this Settlement shall be null and void and of no further force and effect, including voiding the Settlement Classes; (b) the Parties shall be restored to their respective positions as of September 11, 2024, including without waiver of any objections, defenses, or arguments; (c) any portion of the Settlement Fund not used to fund notice and administration as of the time of the Terminating Event shall be returned to J.B. Hunt; (d) this Settlement shall not be used in the Action or in any other proceeding for any purpose; and; (e) any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

10.5 Upon the filing of the proposed Settlement with the Court, all proceedings shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the proposed Settlement or to comply with or effectuate the terms of this Settlement Agreement.

11. Final Judgment

The Parties shall jointly seek entry by the Court of a Final Judgment that includes provisions:

- (a) granting final approval of this Settlement, and directing its implementation pursuant to its terms and provisions;
- (b) ruling on Class Counsel's application for attorneys' fees, costs and other expenses, and Plaintiff's request for an Individual Settlement and Service Award;
- (c) discharging and releasing J.B. Hunt from the Released Claims as defined herein;

(d) directing that the Action be dismissed with prejudice, and,

(e) reserving to the Court continuing and exclusive jurisdiction over the parties

with respect to the Settlement and the Final Judgment.

12. Miscellaneous Provisions

12.1 The Parties (a) acknowledge that it is their intent to consummate this agreement; (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement; and (c) agree to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement.

12.2 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

12.3 This Settlement Agreement may be executed in counterparts, including by signature transmitted by facsimile or electronically by PDF. Each counterpart, when so executed, shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

12.4 Before entry of the Final Approval Order, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties with notice to be given to the Court of the agreed modification or amendment, or by stipulations made on the record. Following entry of the Final Approval Order, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties and approved by the Court.

12.5 The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any of the Parties of any breach of this

Settlement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement.

12.6 This Settlement binds and inures to the benefit of the Parties, their assigns, heirs, administrators, executors, and successors.

12.7 Except as otherwise expressly stated herein, the Settlement is not intended to confer any benefits upon any non-party. For avoidance of doubt, the Released Persons other than J.B. Hunt are intended third-party beneficiaries.

12.8 This Settlement Agreement constitutes the entire agreement among the Parties pertaining to the settlement of the Action and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. In entering into this Settlement, the Parties have not relied upon any representation or promise made by the other Party not contained in this document.

12.9 The headings in this document are included for convenience only and shall not be deemed to constitute part of this Settlement or to affect its construction.

12.10 Where this Settlement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

12.11 For the Class:

James A. Francis
Lauren KW Brennan
Francis Mailman Soumilas, P.C.
1600 Market Street, 25th Floor
Philadelphia, PA 19103

12.12 For Defendant:

Stephanie L. Adler-Paindiris
James M. McDonnell

Jackson Lewis P.C.
200 Connell Drive
Suite 2000
Berkeley Heights, NJ 07922

12.13 This Settlement Agreement is made under the laws of New Jersey without regard to otherwise applicable principles of conflicts of laws, whether of the State of New Jersey or any other jurisdiction.

12.14 The Parties agree that a copy of this Settlement Agreement is binding and valid just as the signed original would be binding and valid.

AGREED:

BRUCE TAYLOR, Plaintiff

Bruce Taylor



James A. Francis (NJ Bar #012601996)
FRANCIS MAILMAN SOUMILAS, P.C.

James A. Francis (#012601996)

John Soumilas (#020371999)

Lauren KW Brennan (#074202013)

1600 Market Street, Suite 2510

Philadelphia, PA 19103

Tel: (215) 735-8600

Fax: (215) 940-8000

Email: jfrancis@consumerlawfirm.com

jsoumilas@consumerlawfirm.com

lbrennan@consumerlawfirm.com

Robert P. Cocco

ROBERT P. COCCO, P.C.


1500 Walnut Street, Suite 900

Philadelphia, PA 19102

bob.cocco@phillyconsumerlaw.com

Counsel for Plaintiff

J.B. Hunt Transport Services, Inc., Defendant

By: 
Its: Karen Butler Reisinger
Director - Employment Litigation
11.08.24

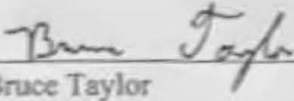
Stephanie Adler-Paindiris
Jackson Lewis P.C.
390 N. Orange Avenue
Suite 1285
Orlando, FL 32801

James McDonnell
Jackson Lewis P.C.
200 Connell Drive
Suite 2000
Berkeley Heights, NJ 07922

*Attorneys for Defendant,
J.B. Hunt Transport Services, Inc.*

AGREED:

BRUCE TAYLOR, Plaintiff



Bruce Taylor

James A. Francis (NJ Bar #012601996)
FRANCIS MAILMAN SOUMILAS, P.C.
James A. Francis (#012601996)
John Soumilas (#020371999)
Lauren KW Brennan (#074202013)
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Tel: (215) 735-8600
Fax: (215) 940-8000
Email: jfrancis@consumerlawfirm.com
jsoumilas@consumerlawfirm.com
lbrennan@consumerlawfirm.com

Robert P. Cocco
ROBERT P. COCCO, P.C.
1500 Walnut Street, Suite 900
Philadelphia, PA 19102
bob.cocco@phillyconsumerlaw.com

Counsel for Plaintiff

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BRUCE TAYLOR, *on behalf of himself and
those similarly situated,*

Plaintiff,

v.

J.B. HUNT TRANSPORT SERVICES, INC.,
Defendant.

C.A. NO. 1:22-cv-4832-CPO-MJS

This matter having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action Settlement with Defendant J.B. Hunt Transport Services, Inc., the Court having considered all papers filed and arguments made with respect to the Settlement, the Court finds that:

1. For purposes of the Settlement, the Settlement as defined in the Settlement Agreement¹ is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Settlement Class, the claims of the Class Representative are typical of the claims of the Settlement Class, and the Class Representative will fairly and adequately protect the interests of the Settlement Class. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Order Directing Notice to the Class, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process.

¹ Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Agreement.

3. The Settlement Administrator has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials and finds that the notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representative.

5. The Class Representative and Class Counsel, Francis Mailman Soumilas, P.C. and Robert Cocco, P.C. have adequately represented the proposed Settlement Class.

6. The relief provided for the Settlement Class is adequate, taking into account the costs, risks, and delay of trial and appeal; the effectiveness of the proposed method of providing payments to Settlement Class members including the method of processing class members claims, and the terms of the proposed award of attorneys’ fees and costs, including timing of payment.

7. The proposed settlement treats members of the respective Settlement Class equally relative to each other.

8. The persons listed on Exhibit 1 hereto have validly excluded themselves from the Settlement Class indicated in accordance with the provisions of the Order Directing Notice to the Class.

9. The parties and each Class member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

10. It is in the best interests of the parties and the Class members and consistent with principles of judicial economy that any dispute between any Class member (including any dispute as to whether any person is a Class member) and any Released Person which in any way relates

to the applicability or scope of the Settlement Agreement or the Final Approval Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

11. This action is a class action against Defendant on behalf of a class of consumers defined as follows (the “Settlement Class”):

All employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action, from June 22, 2020 through September 11, 2024.

12. The Settlement Agreement submitted by the parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable and adequate and in the best interests of the Classes and the parties are directed to consummate the Settlement Agreement in accordance with its terms.

13. This action is hereby dismissed on the merits, with prejudice and without costs.

14. As agreed by the parties, upon the Effective Date, Defendant and the Released Parties shall be released from the Claims in accordance with the terms of the Settlement Agreement.

15. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning

the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Class members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

16. Upon consideration of Class Counsel's application for fees and reimbursement of expenses, the Court shall enter a separate Order awarding reasonable fees and expenses in an amount to be set forth in that Order.

17. Upon consideration of the application for an individual settlement and service award, the Class Representative, Bruce Taylor, is awarded the sum of fifteen thousand dollars (\$15,000.00) in consideration of his individual claims, the broader release he provides, and for the valuable service he has performed for and on behalf of the Class.

18. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

BY THE COURT:

HON. MATTHEW J. SKAHILL
UNITED STATES MAGISTRATE JUDGE

Dated: _____

EXHIBIT B

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BRUCE TAYLOR, *on behalf of himself and
those similarly situated,*

Plaintiff,

v.

J.B. HUNT TRANSPORT SERVICES, INC.,
Defendant.

C.A. NO. 1:22-cv-4832-CPO-MJS

[PROPOSED] Preliminary Approval Order

The Court, having reviewed the Settlement Agreement entered into by the parties, hereby
Orders that:

1. For the reasons set forth herein, the Court grants preliminary approval of the
Settlement Class defined as:

All employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for
employment with Defendant residing in the United States (including all territories and
other political subdivisions of the United States) who were the subject of a background
report that was used by Defendant to make an adverse employment decision regarding such
employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to
provide the employee or applicant a copy of their consumer report or a copy of the FCRA
summary of rights at least five business days before it took such adverse action, from June
22, 2020 through September 11, 2024.

2. The Settlement Agreement entered into between the Plaintiff Bruce Taylor and
Defendant J.B. Hunt Transport Services, Inc., appears, upon preliminary review, to be fair,
reasonable, and adequate to the Class. Accordingly, the proposed settlement is preliminarily
approved, pending a fairness hearing as provided for herein.

3. The Court finds this action is maintainable as a class action under Fed. R. Civ. P.
23(b)(3) for settlement purposes.

4. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on
_____, 2025 [No sooner than 120 days after date of Order] in Mitchell Cohen Bldg.

& U.S. Courthouse. 4th & Cooper Streets, Rm. 1050, Camden, New Jersey 08101, at _____
_.m. for the following purposes:

- (a) To finally determine whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);
- (b) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;
- (c) To determine whether a final judgment should be entered dismissing the claims of the Class;
- (d) To consider the application of Class Counsel for an award of attorneys' fees and expenses, and for an individual settlement and service award to the Class Representative; and
- (e) To rule upon other such matters as the Court may deem appropriate.

5. Within the latter of fourteen (14) days of the entry of this Order and Defendant's receipt of the Settlement Administrator's Form 1099 and wiring instructions for the payment, Defendant shall make an initial deposit of \$50,000 toward the Settlement Payment Amount into the Escrow Account to create the Settlement Fund.

6. Within fifteen (15) business days of the entry of this Order, Defendant shall provide the Settlement Administrator with the Class List that identifies, subject to the availability of information in reasonably accessible electronic form, the names, Social Security Numbers, last known mailing addresses, and last known e-mail addresses, if available, and the date that any pre-adverse action notice and copy of the relevant report was sent to such individual, of the Settlement Class Members. The Settlement Administrator shall proceed with the notice plan as set forth in the Settlement Agreement.

7. The Court finds that the manner of giving notice set forth in the parties' Settlement Agreement fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

8. A Class Member may object to the settlement. To exercise this objection right, the Class Member must provide written notice of the objection via first class mail to the Clerk of Court, Class Counsel, and Defendant's Counsel. For an objection to be considered by the Court, the objection must be postmarked no later [Date of Order + 93 days], as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Action;
- b. The objector's full name, address, e-mail address, and telephone number;
- c. A statement with specificity of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- d. The number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the

date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;

- g. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. The objector's signature (an attorney's signature is not sufficient).

9. The right to object must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

10. Class Counsel's fee petition shall be submitted no later than [Date of Order + 50 Days].

11. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement and for an individual award to the Class shall be filed not later than fourteen (14) days before the Final Approval Hearing.

12. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HON. MATTHEW J. SKAHILL
UNITED STATES MAGISTRATE JUDGE

Dated: _____

EXHIBIT C

EMAIL NOTICE

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

If you were an employee of or applied for employment with J.B. Hunt Transport Services, Inc. between June 22, 2020 and September 11, 2024, you may be entitled to benefits from a proposed class action settlement.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

For more information, including a more detailed description of your rights and options, please click here or visit [\[website\]](#).

What is the Settlement about? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act ("FCRA") violations by J.B. Hunt Transport Services, Inc. ("J.B. Hunt") based on the claim that J.B. Hunt had a practice of taking adverse action against applicants for employment or employees without first providing applicants or employees with a copy of their consumer report or FCRA summary of rights at least five business days before taking adverse action. J.B. Hunt denies these allegations and denies that it committed any violations of the FCRA. The Court has not decided which side is right. Full information regarding the Settlement can be found at [\[website\]](#).

Why am I being contacted? Based upon J.B. Hunt's records from June 22, 2020 through November 21, 2023, you meet the definition of the settlement class: All employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action.

According to J.B. Hunt's records, [you were sent a notice that Plaintiff claims was too late]/ [you were not sent any notice at all.]

What are the Settlement terms? J.B. Hunt has agreed to pay five million dollars (\$5,000,000.00) to establish a Settlement Fund. This will include a payment of at least \$100 to each Settlement Class Member. Class members who Plaintiff alleges were not sent any notice will receive a higher payment. The Settlement Fund will also cover the costs of administering the settlement, a \$15,000 service award to Mr. Taylor, and **\$1,693,033.68** in attorneys' fees and litigation expenses.

How do I get my Settlement payout? Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check and for information about how the awards will be calculated, please visit [\[website\]](#).

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [\[DATE\]](#), 2024. If you do not exclude yourself, you will release your claims against J.B. Hunt. Alternatively, you may object to the Settlement by [\[DATE\]](#), 2024. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [\[DATE\]](#), 2024 to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to [\[ADMINISTRATOR\]](#).

Please do not contact J.B. Hunt or the Court for information.

EXHIBIT D

MAIL NOTICE

TAYLOR V. J.B. HUNT
Settlement Administrator
[Address TBD]

POSTAGE

Important Notice About
Class Action Settlement

[Settlement Class Member Address Block]

If you were an employee of or applied for employment with J.B. Hunt Transport Services, Inc. between June 22, 2020 and September 11, 2024, you may be entitled to benefits from a proposed class action settlement. For more information, including a more detailed description of your rights and options, please visit [website].

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

What is the Settlement about? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act (“FCRA”) violations by J.B. Hunt Transport Services, Inc. (“J.B. Hunt”) based on the claim that J.B. Hunt had a practice of taking adverse action against applicants for employment or employees without first providing applicants or employees with a copy of their consumer report or FCRA summary of rights at least five business days before taking adverse action. J.B. Hunt denies these allegations and denies that it committed any violations of the FCRA. The Court has not decided which side is right. Full information regarding the Settlement can be found at [\[website\]](#).

Why am I being contacted? Based upon J.B. Hunt’s records from June 22, 2020 through November 21, 2023, you meet the definition of the settlement class: All employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action.

According to J.B. Hunt’s records, [you were sent a notice that Plaintiff claims was too late]/ [you were not sent any notice at all.]

What are the Settlement terms? J.B. Hunt has agreed to pay five million dollars (\$5,000,000.00) to establish a Settlement Fund. This will include a payment of at least \$100 to each Settlement Class Member. Class members who Plaintiff alleges were not sent any notice will receive a higher payment. The Settlement Fund will also cover the costs of administering the settlement, a \$15,000 service award to Mr. Taylor, and \$1,693,033.68 in attorneys’ fees and litigation expenses.

How do I get my Settlement payout? Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check and for information about how the awards will be calculated, please visit [\[website\]](#).

Your other options. If you do not want to be bound by the Settlement, you may exclude yourself by [\[DATE\]](#), 2024. If you do not exclude yourself, you will release your claims against J.B. Hunt. Alternatively, you may object to the Settlement by [\[DATE\]](#), 2024. The Long Form Notice available at the Settlement website, listed below, explains how to exclude yourself or object. The Court will hold a hearing on [\[DATE\]](#), 2024 to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to [\[ADMINISTRATOR\]](#).

Please do not contact J.B. Hunt or the Court for information.

EXHIBIT E

LONG FORM NOTICE

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BRUCE TAYLOR, *on behalf of himself and
those similarly situated,*

Plaintiff,

v.

J.B. HUNT TRANSPORT SERVICES, INC.,
Defendant.

C.A. NO. 1:22-cv-4832-CPO-MJS

A FEDERAL COURT APPROVED THE MAILING OF THIS NOTICE TO YOU.
PLEASE READ IT TO LEARN ABOUT YOUR RIGHTS.

A settlement has been reached in a class action lawsuit pending in the United States District Court for the District of New Jersey titled *Taylor v. J.B. Hunt Transport Services, Inc.*, No. 1:22-CV-04832-CPO-MJS (the “**Action**”). In the Action, an individual asserts violations of the Fair Credit Reporting Act (“FCRA”) by J.B. Hunt Transport Services, Inc. (“J.B. Hunt”) based on the claim that J.B. Hunt had a practice of taking adverse action against applicants for employment or employees without first providing applicants or employees with a copy of their consumer report or FCRA summary of rights at least five business day before taking adverse action. J.B. Hunt denies that it violated the law. The Court has not decided which side is right. The Court has preliminarily approved the proposed settlement agreement (available at [\[website\]](#)) to which the parties have agreed (the “Settlement”).

If you received a written or email notice about the settlement, it is because according to J.B. Hunt’s records you are a member of the following Class:

All employees of Defendant J.B. Hunt Transport, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least

QUESTIONS? CALL [\[PHONE NUMBER\]](#) OR VISIT [\[WEBSITE\]](#)

five business days before it took such adverse action, from June 22, 2020 through September 11, 2024.

Read this notice carefully. This notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	If you are entitled under the Settlement to a check, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address you maintain(ed) by J.B. Hunt and you will give up your right to bring your own lawsuit against J.B. Hunt about claims related to J.B. Hunt's practices for providing notice to consumers about the results of background checks used for employment purposes. Please go to [website] to confirm your mailing address for delivery of your check.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Receive no benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against J.B. Hunt about the claims described above.
OBJECT	Write to the Court if you wish to object to the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. You may speak at a hearing if you submit an objection that complies with the requirements in Question 13 (below) and a letter saying that you intend to appear and wish to be heard that complies with the requirements in Question 16 (below).

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court still has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class.

QUESTIONS? CALL [\[PHONE NUMBER\]](#) OR VISIT [\[WEBSITE\]](#)

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QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

BASIC INFORMATION

1. Why is there a notice?

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Magistrate Judge Matthew J. Skahill of the United States District Court for the District of New Jersey is overseeing this case, *Taylor v. J.B. Hunt Transport Services, Inc.*, No. 1:22-CV-0483-CPO-MJS (D.NJ.). The person who sued—Bruce Taylor—is the Plaintiff. J.B. Hunt Transport Services, Inc. (“J.B. Hunt”) is the Defendant.

2. What is this litigation about?

The lawsuit claims that J.B. Hunt had a practice of taking adverse action against applicants for employment or employees without first providing applicants or employees with a copy of their consumer report or the FCRA summary of rights at least five business days before taking adverse action. J.B. Hunt denies these allegations and denies that it committed any violations of the FCRA.

You can review the complaint in this lawsuit on the website [\[website\]](#). The Court has not decided which side is right.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiff Bruce Taylor) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

4. Why is there a settlement?

The Court has not decided in favor of either Plaintiff or J.B. Hunt (together, the “Parties”). Instead, the two sides have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that J.B. Hunt did anything wrong. J.B. Hunt denies all claims in this case. The Class Representative and his lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then the Parties believe you are in the Settlement Class based upon J.B. Hunt's records.

If you did not receive a postcard or email addressed to you but you believe you are in the Settlement Class, as defined below, you may contact the Settlement Administrator.

5. Who is included in the Settlement?

Based upon J.B. Hunt's records from June 22, 2020 through September 11, 2024, you meet the definition of the settlement class: All employees of Defendant J.B. Hunt Transport Services, Inc. or applicants for employment with Defendant residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a background report that was used by Defendant to make an adverse employment decision regarding such employee or applicant for employment, and for whom Plaintiff alleges Defendant failed to provide the employee or applicant a copy of their consumer report or a copy of the FCRA summary of rights at least five business days before it took such adverse action.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at [\[website\]](#) or call the toll-free number, [\[number\]](#). You may also send questions to the Settlement Administrator at [\[Administrator\]](#).

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement required J.B. Hunt to review and revise its procedures for providing notice to consumers who are the subject of adverse employment actions based on background checks.

The Settlement also requires J.B. Hunt to create a Settlement Fund of five million dollars (\$5,000,000.00). The Settlement Fund will be used to make payments to Settlement Class Members, pay the costs of notice and administration of the settlement, and pay a service award and individual settlement to Plaintiff Bruce Taylor. The Settlement also provides that Class Counsel may seek up to one-third of the Settlement Fund in attorneys' fees, plus their reasonable costs and expenses, as approved by the Court.

8. How much will my payment be?

Each Settlement Class Member will receive a payment of at least \$100, automatically and without the need to make a claim. If J.B. Hunt has no record of sending you any notice at all, then you are a member of the No Notice Subgroup, and will receive approximately \$400.

QUESTIONS? CALL [\[PHONE NUMBER\]](#) OR VISIT [\[WEBSITE\]](#)

All Settlement Class Members were sent a notice via email or U.S. Mail indicating whether they are a member of the No Notice Subgroup according to J.B. Hunt's records. You can also confirm whether you are a member of the No Notice Subgroup by contacting the Settlement Administrator at [Administrator](#).

9. When will I receive my payment?

Settlement Class Members do not need to do anything to receive the cash awards under the Settlement. If the Court approves the Settlement and it becomes final, then a check will automatically be sent by mail to the address you maintain(ed) with J.B. Hunt. Please go to [website](#) to confirm your mailing address for delivery of your check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

10. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, "Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged J.B. Hunt and its parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors and assigns, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, or anyone acting on their behalf, but not any consumer reporting agency or third party that provided background information about any Settlement Class Member to J.B. Hunt (collectively, "Releasees"), of any and all legal or equitable claims that were or could have been asserted in the Action relating in any way to J.B. Hunt's alleged failure to comply with FCRA section 1681b(b)(3) ("Released Claims"). Section 3.1 of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at [website](#).

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

11. Do I have a lawyer in the case?

The Court has appointed counsel to represent you and others in the Settlement Class as "Class Counsel":

QUESTIONS? CALL [PHONE NUMBER](#) OR VISIT [WEBSITE](#)

James A. Francis
 Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
 1600 Market Street, Suite 2510
 Philadelphia, PA 19103

Robert P. Cocco
ROBERT P. COCCO, P.C.
 1500 Walnut Street, Suite 900
 Philadelphia, PA 19102
 bob.cocco@phillyconsumerlaw.com

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel intends to request one-third of the Settlement Fund, or \$1,666,666.67 for their attorney's fees, plus their reasonable costs and expenses in connection with this case which the parties estimate to be \$26,367.01. The attorney's fees and expenses awarded by the Court will be paid out of the Settlement Fund. Class Counsel will file their motion seeking attorney's fees and expenses by [DATE]. That motion will be available at [website]. The Court will review Class counsel's request and determine the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

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

13. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel's request for attorneys' fees and expenses. To object, you must submit a letter to each of the following addresses:

<u>The Court</u>	<u>Counsel for J.B. HUNT</u>	<u>Class Counsel</u>
Hon. Matthew J. Skahill, U.S.M.J. Mitchell Cohen Bldg. & U.S. Courthouse 4 th & Cooper Streets Camden, New Jersey 08101	Stephanie L. Adler-Paindiris James M. McDonnell Jackson Lewis P.C. 200 Connell Drive Suite 2000 Berkeley Heights, NJ 07922	James A. Francis John Soumilas Lauren KW Brennan FRANCIS MAILMAN SOUMILAS, P.C. 1600 Market Street, Suite 2510 Philadelphia, PA 19103

Your objection must be postmarked on or before [DATE], 2025 and must include:

- The name of this Action *Taylor v. J.B. Hunt Transport Services, Inc.*, No.: 1:22-cv-4832 (D. NJ)

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

- Your full name, address, e-mail address, and telephone number;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;
- If applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection and a copy of any orders related to or ruling on your prior objections in each case;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees (the "Final Approval Hearing");
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- A list of all persons who you or your counsel will call to testify at the Final Approval Hearing in support of the objection; and
- Your signature (an attorney's signature is not sufficient).

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

14. When and where will the Hearing be?

The Court has scheduled a Final Approval Hearing on **[DATE]**, 2025 at **[TIME]** at the Mitchell Cohen Bldg. & U.S. Courthouse, 4th & Cooper Streets, Rm. 1050, Camden, New Jersey 08101. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check **[website]** for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses. We do not know how long these decisions will take.

15. Do I have to attend the hearing?

QUESTIONS? CALL **[PHONE NUMBER] OR VISIT **[WEBSITE]****

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time, to the proper addresses, and it complies with the requirements set forth in Question 16 above and in Section 6 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 13 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for Settlement in *Taylor v. J.B. Hunt Transport Services, Inc.*, No.: 1:22-cv-4832 (D. NJ)
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than [DATE], 2025, to the addresses in Question 13 above.

IF YOU DO NOTHING

17. What happens if I do nothing?

If you do nothing, you will receive the benefits to which you are entitled under this Settlement.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at [website]. You also may write with questions to the Settlement Administrator at [Settlement Administrator], or call the toll-free number, [number]. **Please do not contact J.B. Hunt or the Court for information.**

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]