



SUPERIOR COURT OF SAN MATEO COUNTY

Civil Department
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Date: 3/20/2024

In the Matter of: Casedria Parker vs THE SALVATION ARMY

Case No.: 20-CIV-04787

Document(s):

Filed On:

Order

03/20/2024

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 3/20/2024

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Haley Correa

Haley Correa, Deputy Clerk

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CASEDRIA PARKER

CASEDRIA PARKER, on behalf of
herself, all others similarly situated,

Plaintiff,

vs.

THE SALVATION ARMY, a California
corporation; SALVATION ARMY OF
THE UNITED STATES, a New York
corporation; THE SALVATION ARMY
EL SOBRANTE RESIDENCES, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Electronically
FILED

By Superior Court of California, County of San Mateo
ON 03/20/2024
By Isi Correa, Haley
Deputy Clerk

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3/5/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

Case No. 20-CIV-04787

Assigned for All Purposes to the Honorable
Nancy L. Fineman, Department 4

NF
**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

~~PROPOSED~~ ORDER

1
2 On April 17, 2019, Plaintiff CASEDRIA PARKER (“Plaintiff”), filed a FCRA class action
3 against Defendant THE SALVATION ARMY (“Defendant”) in the Superior Court of California,
4 County of San Mateo entitled, *Casedria Parker v. The Salvation Army, et al.*, Case No. 20-CIV-04787
5 (the “Action”) asserting a claim for failure to make proper disclosures in violation of the Fair Credit
6 Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2)(A) and a further allegation for failure to give proper
7 summary of rights in violation of 15 U.S.C. § 1681d(a)(1). On September 1, 2023, Plaintiff filed a
8 Motion for Preliminary Approval of Class Action Settlement, including a declaration of Plaintiff’s
9 counsel and the executed Stipulation of Class Action Settlement (“Stipulation” or “Settlement”) with
10 exhibits.

11 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, **IT IS**
12 **HEREBY ORDERED:**

13 1. This Order hereby incorporates by reference the definitions of the Stipulation as though
14 fully set forth herein, and all terms used herein shall have the same meaning as set forth in the
15 Stipulation. The Court hereby adopts the Stipulation, as set forth below.

16 2. The Court conditionally certifies and approves, for settlement purposes only, a “FCRA
17 Class” defined as follows: all persons who had background checks performed in connection with an
18 application for employment with Defendant The Salvation Army between November 2, 2018 and May
19 17, 2021, but excludes those persons who signed a Mutual Arbitration Agreement with The Salvation
20 Army.

21 3. Shaun Setareh and Jose Maria D. Patino, Jr. of Setareh Law Group (“Class Counsel”)
22 shall represent the FCRA Class for purposes of the Settlement in this Action. Any FCRA Class
23 Member may enter an appearance in the Action, at their own expense, either individually or through
24 counsel of their own choice. However, if they do not enter an appearance, they will be represented by
25 Class Counsel.

26 4. The Class Representative shall be Plaintiff, CASEDRIA PARKER.

27 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
28 conditions, and all release language set forth in the Stipulation attached to the Declaration of Shaun

1 Setareh as **Exhibit 1**. The Court finds that the Settlement appears to be within the range of
2 reasonableness necessary for preliminary approval by the Court. It appears to the Court that the
3 Settlement terms are fair, adequate, and reasonable as to all potential class members when balanced
4 against the probable outcome of further litigation, given the risks relating to liability and damages. It
5 further appears that extensive and costly investigation and research has been conducted such that
6 counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further
7 appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties,
8 as well as the delay and risks that would be presented by the further prosecution of the Action. It
9 appears that the Settlement has been reached as a result of intensive, arms-length negotiations utilizing
10 an experienced third party neutral.

11 6. The Court confirms American Legal Claims Services as the Settlement Administrator
12 and preliminarily approves that settlement administration costs shall be paid as they are actually
13 incurred up to a maximum of \$50,000 (as that term is defined in the Settlement). The cost of
14 administration includes all tasks required of the Settlement Administrator by this Agreement,
15 including the issuance of the Notice of Class Action Settlement and other documents as explained in
16 the Joint Stipulation. American Legal Claims Services is directed to perform all other responsibilities
17 set forth for the Settlement Administrator as set forth in the Stipulation.

18 7. A Final Approval Hearing (the "Hearing") shall be held on August 6, 2024 at 2:00 p.m.
19 before the Honorable Nancy L. Fineman in Department 4 of the above-referenced Court. The purpose
20 of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved by the
21 Court as fair, reasonable, and adequate; (b) determine the reasonableness of Class Counsel's request
22 for attorneys' fees and costs; (c) determine the reasonableness of the Service Award requested for
23 Plaintiff; and (d) Order entry of Judgment in the Action, which shall constitute a complete release and
24 bar with respect the Released Claims described in Paragraph 13, below.

25 8. The Court hereby approves, as to form and content, the Long Form Email Notice and
26 the Postcard Notice of Class Action Settlement ("Postcard Notice") attached as **Exhibit 1A** and
27 **Exhibit 1B** to the Stipulation and the Long-Form Notice of Class Action Settlement ("Class Notice").
28 The Court finds that the mailing and distribution of the Postcard Notice and the emailing and posting

1 to the Settlement Website of the Long-Form Notice in the manner set forth in Paragraph 9 of this Order
2 meet the requirements of due process and are the best notice practicable under the circumstances and
3 shall constitute due and sufficient notice to all persons entitled thereto.

4 9. The Court directs the mailing of the Court-approved Postcard Notice via First Class
5 U.S. Mail to the Class Members in accordance with the schedule and procedures set forth in the
6 Stipulation. The Court finds that the dates and procedure selected for the mailing of the Class Notice
7 meet the requirements of due process, provide the best notice practicable under the circumstances, and
8 constitute due and sufficient notice to all persons entitled to notice.

9 A. Defendants will provide to the Settlement Administrator the Class Information,
10 within twenty (20) days after the entry of this Order; and

11 B. The Settlement Administrator shall: (1) within seven (7) business days after
12 receiving the Class Information from Defendants as provided, send copies of the Class Notice
13 to all Settlement Class Members via email, where available; (2) should the email not be
14 available or deliverable, the Settlement Administrator shall send a follow up notice by postcard
15 via regular First-Class U.S. Mail; (3) host a toll-free telephone number through which Class
16 Members may make inquiries about the Settlement; (4) establish a URL to a website,
17 maintained by the Settlement Administrator, that has links to the long-form Class Notice, the
18 postcard notice, the motions for preliminary and final settlement approval, the motion for
19 attorneys' fees and costs, and other information and documents filed in Court related to the
20 Settlement; and (5) establish a Post Office Box for the return of Class Member
21 communications. The Settlement Administrator shall fulfill all of the duties as outlined in the
22 Parties' Stipulation.

23 10. FCRA Class Members may request exclusion from the Settlement by submitting a
24 timely written request to be excluded from the Class, or, alternatively, the "Request for Exclusion
25 (Opt-Out) Form" attached hereto as **Exhibit A** to be posted to the website for this Settlement
26 maintained by the Settlement Administrator, as set forth in the Stipulation. In order to be valid, the
27 Request for Exclusion letter must be postmarked and sent to the Settlement Administrator within sixty
28 (60) calendar days after the Settlement Administrator mails the Class Notice and Claim Form to Class

1 Members. Any FCRA Class Member who submits a valid and timely Request for Exclusion will not
2 be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any
3 right to object, appeal or comment thereon. FCRA Class Members who fail to submit valid and timely
4 Requests for Exclusion shall be bound by all terms of the Settlement and any Final Judgment.

5 11. FCRA Class Members who do not request exclusion may object to the Settlement
6 and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not
7 be approved, why Judgment in the Action should not be entered, and to present any opposition to the
8 application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed
9 Stipulation, the FCRA Class Member may send a Notice of Objection and copies of any papers in
10 support of his or her position, or, alternatively, the "Objection to Class Action Settlement" form
11 attached hereto as **Exhibit B** to be posted to the website for this Settlement maintained by the
12 Settlement Administrator, pursuant to the terms of the Stipulation to the Settlement Administrator
13 within sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to
14 FCRA Class Members.

15 12. The Court hereby preliminarily approves the definition and disposition of the
16 Settlement Amounts as defined in the Settlement. The Court approves the payment of attorneys' fees
17 to Class Counsel not to exceed Three Hundred and Twenty-Five Thousand, Eight Hundred and Thirty
18 Three Dollars and No Cents (\$325,833.00); Class Counsel's costs not to exceed Eighteen Thousand
19 Dollars (\$18,000); the Settlement Administration Costs not to exceed Fifty Thousand Dollars
20 (\$50,000.00); the Individual Coupons to be distributed to FCRA Class Members who do not exclude
21 themselves from the Settlement; and the Class Representative Service Award to Plaintiff in the amount
22 of Five Thousand Dollars (\$5,000). The Court preliminarily approves the above distribution all subject
23 to the Court's Final Approval of the Settlement.

24 13. Upon entry of Judgment by the Court, in accordance with the terms of the Stipulation,
25 all FCRA Class Members who do not exclude themselves from the Settlement shall fully and finally
26 release and discharge the Released parties as described below:

27 Release of Claims: FCRA Class. Upon entry of Final Order and Judgment, the
28 Participating Settlement Class Members shall release the Released Parties, to the fullest extent

1 permitted by law, from all federal, state, and local claims, causes of action, demands, and obligations
2 of any kind in law or equity, whether known or unknown, suspected or unsuspected, that were either
3 asserted in the Action or that could reasonably arise from facts alleged in the Action, relating in any
4 way to, or arising out of, background checks or reports, motor vehicle reports, reference checks,
5 background investigations and/or consumer reports or investigative consumer reports (collectively,
6 “Reports”) of any kind, including but not limited to claims arising under the FCRA, the California
7 Consumer Credit Reporting Agencies Act, the California Investigative Consumer Reporting Agencies
8 Act, and like federal, state, and local laws, including but not limited to all statutory, compensatory,
9 actual, and punitive damages, any restitution, declaratory, injunctive and any other equitable relief,
10 and attorneys’ fees and expenses, arising from or related to Reports ordered through and including the
11 date of final settlement approval.

12 “Released Parties” refers to each of the Defendants, all their affiliated entities, and their
13 past, present, and future parent companies, holding companies, limited liability companies, affiliates,
14 subsidiaries, divisions, predecessors, successors, partners, owners, joint ventures, affiliated
15 organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and
16 future officers, directors, members, managers, trustees, subcontractors, customers, agents, employees,
17 attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored
18 or administered by Defendants or affiliated entities, or divisions, units, branches, and any other persons
19 or entities acting by, through, under or in concert with them.

20 Plaintiff’s General Release. In addition to the releases made by the Class Members
21 described in Paragraph 13, upon entry of Judgment by the Court in accordance with the Stipulation,
22 Plaintiff will for herself only, as of the Effective Date, as defined in the Settlement, execute a Complete
23 and General Release of all Claims, known or unknown, against the Released Parties in exchange for
24 and in consideration of the Service Award, as set forth in the Stipulation. The Complete and General
25 Release includes any unknown Claims that Plaintiff does not know or suspect to exist in her favor at
26 the time of executing the release and that, if known by him or her, would have materially affected her
27 decision not to object to the Settlement or the Complete and General Release. With respect to the
28 Complete and General Release described herein, Plaintiff will expressly waive all rights under

1 Section 1542 of the California Civil Code.

2 14. All papers in support of Final Approval of the Settlement, any application for
3 reimbursement of attorneys' fees and expenses, including any expenses associated with or incurred to
4 the Settlement Administrator, and the reply to objections (if any are submitted) shall be filed by July
5 23, 2024. The Parties shall provide a hard copy of these documents in a binder to Dept. 4 one day
6 after the above are filed.

7 15. The Court reserves the right to adjourn the date of the Hearing without further notice
8 to the Class Members and retains jurisdiction to consider all further applications arising out of or
9 connected with the proposed Stipulation.

10 16. All further proceedings in this Action shall be stayed except such proceedings
11 necessary to review, approve, and implement this Settlement.

12 17. In the event: (i) the Court does not finally approve the Settlement as contemplated by
13 the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement,
14 which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in
15 the Settlement); (iii) Defendant elects to void the Settlement as provided under the terms of the
16 Settlement; or (iv) the Settlement does not become final for any other reason, the Settlement shall be
17 null and void and any order or judgment entered by this Court in furtherance of the Settlement shall
18 be deemed as void from the beginning. In such a case, the Parties and any funds to be awarded under
19 this Settlement shall be returned to their respective statuses as of the date and time immediately prior
20 to the execution of the Settlement, and the Parties shall proceed in all respects as if the Settlement had
21 not been executed.

22 18. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
23 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
24 connection with the negotiation, execution or implementation of this Settlement, shall be admissible
25 in evidence for any purpose except as provided in the Settlement.

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1 19. The Court finds good cause and grants the dismissal of Defendant Salvation Army of
2 the United States without prejudice.

3 **IT IS SO ORDERED.**

4 Dated: _____

Electronically
SIGNED

By /s/Fineman, Nancy
03/19/2024

The Honorable Nancy L. Fineman
Judge of the Superior Court

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