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FILED

By Superior Court of California, County of San Mateo
ON 12/30/2024

By /s/ Nelson, Ashlee
Deputy Clerk

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12/16/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

Case No.: 22-CIV-02954

DAVID WALKER, MELISSA CLARK,
and BENJAMIN WILSON, individually
and as representatives of the class,

Plaintiffs,

v.

INFLECTION RISK SOLUTIONS, LLC,

Defendant.

**ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Case No.: 22-CIV-02954

1 Plaintiffs David Walker, Melissa Clark, and Benjamin Wilson (“Plaintiffs”), on
2 behalf of themselves and the Settlement Class Members, and Defendant Inflection Risk
3 Solutions, LLC (“Defendant”) (collectively, the “Parties”), have entered into an Amended
4 Settlement Agreement (the “Settlement Agreement”), providing for the settlement of this
5 case (the “Settlement”).

6 Plaintiffs have moved for, and Defendant has indicated that it does not oppose, entry
7 of this Order which, *inter alia*, (a) conditionally certifies the Settlement Class (defined
8 below) for settlement purposes only; (b) appoints the Settlement Administrator; (c) provides
9 for Notice of the Settlement to affected persons in accordance with the terms of the
10 Settlement Agreement; (d) establishes procedures for objections to, and exclusions from,
11 the proposed Settlement, and (e) sets a date for the Fairness Hearing.

12 Having considered the terms of the Settlement Agreement in light of the issues
13 presented by the pleadings, the record in this case, the complexity of the proceedings, the
14 absence of any evidence of collusion between the Parties, and the experience of Class
15 Counsel in this matter, and being preliminarily satisfied that the Settlement Agreement is
16 fair, reasonable and adequate, and being satisfied that the proposed Notice of Settlement
17 Class Members and the plan for the mailing of that Notice is adequate and sufficiently
18 informative as to the terms and effect of the proposed Settlement and the conditional
19 certification of the Settlement Class,

20 IT IS ORDERED THAT:

21 1. This Court has jurisdiction over the subject matter of this Action pursuant to
22 15 U.S.C. § 1681p and Cal. Code Civ. Proc. § 410.10. This Court also has jurisdiction over
23 all parties to this Action, including all members of the Settlement Class, as defined in
24 paragraph 3, below.

25 2. This Order incorporates by reference the definitions in the Settlement
26 Agreement, and all capitalized terms used in this Order will have the same meanings as set
27 forth in the Settlement Agreement, unless otherwise defined in this Order.

1 3. The Parties have agreed to and the Court provisionally certifies the following
2 class for the purposes of settlement (the “Settlement Class”).

3 All individuals who are members of the following Groups:

4 Name & DOB Match Group:

5 All consumers who were: (1) subject to at least one Inflection report under
6 its SafeDecision brand provided to a third-party from July 20, 2020 to May
7 30, 2024; (2) which included a criminal record attributed to the consumer;
8 and (3) the consumer’s first name, last name, and date of birth provided to
9 Inflection to conduct the consumer’s screening as indicated on the report
did not match the first name, last name, and date of birth fields included on
the report for the criminal record. For avoidance of doubt, this means that
all of the identified fields did not match.

10 SOR Reports Group:

11 All consumers who were subject to at least one Inflection report provided
12 to a third-party indicating that the consumer was listed on a sex offender
registry (“SOR Report”) from July 20, 2020 to May 30, 2024.

13 Successful Disputes Group:

14 All consumers who were (1) subject to at least one SOR Report from July
15 20, 2020 to May 30, 2024; (2) where Inflection’s records pertaining to
16 disputes contain codes that Inflection reasonably believes indicate that the
17 consumer may have disputed with Inflection that the sex offender registry
record in the SOR Report did not belong to them; and (3) by the date of
preliminary approval, Inflection’s records reflect that the consumer’s
dispute of the SOR Report was successful.

18 A person shall only be counted once for purposes of Group membership in the
19 groups above. A person who is in more than one group shall be deemed to be a member of
20 the Group in which they would be eligible for the greatest payment. Excluded from the
Settlement Class is any consumer who already entered into an individual release of claims
that encompasses the putative class claims.

21 4. Based on the Court’s review of the Settlement Agreement, the Motion for
22 Preliminary Approval, the supporting brief, declarations of counsel, argument of counsel
23 and the entire record, the Court finds that certification of the Settlement Class under Cal.
24 Code of Civ. Proc. § 382 because there is a well-defined community of interest in the
25 litigation, the Settlement Class is so numerous that joinder would be impracticable, this
26 Action presents common issues of law and fact that predominate over any individual
27 questions, the named Plaintiffs and their counsel are adequate representatives of the
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1 Settlement Class, and Plaintiffs' claims are typical of the claims of the members of the
2 Settlement Class. The following counsel are hereby appointed to represent the Settlement
3 Class: Berger Montague PC.

4 5. Based on the Court's review of the Settlement Agreement, the Motion for
5 Preliminary Approval, the supporting brief, declarations, argument of counsel and the entire
6 record, the Court finds that the Settlement is fair, reasonable and adequate. The Plaintiffs'
7 Motion to preliminarily approve the Settlement and certify the Settlement Class is granted.

8 6. American Legal Claim Services, LLC is appointed as Settlement
9 Administrator. By accepting this appointment, the Settlement Administrator has agreed to
10 be subject to this Court's jurisdiction solely for the purposes of enforcement of the
11 Settlement Administrator's obligations under the Settlement Agreement.

12 7. The Court finds that the forms of notice to the Settlement Class regarding
13 the pendency of the action and of this settlement, and the methods of giving notice to
14 members of the Settlement Class are reasonable. These forms and methods constitute the
15 best notice practicable under the circumstances and constitute valid, due, and sufficient
16 notice of the Settlement Class. They comply fully with the requirements of Cal. Code Civil
17 Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United
18 States Constitution, and other applicable law.

19 8. The Settlement Administrator shall email or mail the Notices of the proposed
20 Settlement in the manner described in the Settlement Agreement. Such Notice shall be
21 substantially in the form of the relevant Exhibits to the Settlement Agreement. Non-
22 substantive changes may be made to the Notices by agreement of Parties without further
23 order of this Court.

24 9. The Court finds and determines that the method of providing notice to
25 Settlement Class Members specified in the Settlement Agreement and the manner of
26 providing for opt-outs specified in the Settlement Agreement are reasonable and
27 appropriate, and satisfy the requirements of due process and the applicable California rules.
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1 Thereby the Court hereby explicitly adopts and incorporates those processes as if fully set
2 forth herein.

3 10. The Settlement Administrator is directed to file with the Court no later than
4 **May 28, 2025**, a sworn declaration (a) confirming that Notice was provided to all Settlement
5 Class Members, as required by the Settlement Agreement; and (b) providing an accurate
6 list of persons who opted out of the Settlement Class pursuant to the Settlement Agreement.

7 11. If the Court does not enter the Final Judgment of the Settlement attached to
8 the Settlement Agreement without material modification, or if the Final Judgment is
9 reversed in whole or in part on appeal, certification of the Settlement Class will be vacated
10 and the Parties will be returned to their positions *status quo ante* with respect to the Action
11 as if the Settlement had not been entered into. In the event that Final Approval is not
12 granted, (a) any Court order preliminarily or finally approving the certification of any class
13 contemplated by the Settlement and any other orders entered pursuant to the Settlement
14 Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any
15 person or entity in support of claims or defenses or in support or in opposition to a class
16 certification motion or for any other purpose, and (b) the Settlement Agreement will become
17 null and void and the fact of the Settlement, that Defendant did not oppose the certification
18 of any class under the Settlement, or that the Court preliminarily approved the certification
19 of a settlement class, or any information disclosed or exchanged as part of the settlement
20 negotiations, settlement agreement, or settlement approval process shall not be used or cited
21 thereafter by any person or entity for any purpose, including in any contested proceeding
22 relating to the certification of any class. In addition, if the Final Judgment is reversed in
23 whole or in part on appeal, the release of claims set forth in the Settlement Agreement shall
24 be rescinded. Furthermore, in the event certification of the Settlement Class must be
25 vacated, the parties agree, and this Court so orders, that Defendant is deemed not to have
26 waived any arguments pertaining to the defense of this case, including but not limited to
27 arbitration, as to the Named Plaintiffs and any putative class members.

1 12. A hearing (“Fairness Hearing”) shall be held before this Court on the date
2 established below to hear objections and determine (a) whether the proposed Settlement and
3 compromise of this Action as set forth in the Settlement Agreement is fair, reasonable, and
4 adequate to the Settlement Class Members and should be approved by the Court; (b)
5 whether the Final Judgment should be entered approving the Settlement; (c) whether a Final
6 Judgment should be entered, dismissing the Action, on the merits and with prejudice, and
7 to determine whether the release of claims, as set forth in the Settlement Agreement, should
8 be approved; (d) the amount of attorneys’ fees and expenses reasonably incurred in
9 prosecution of the litigation to be paid to Class Counsel; (e) the amount of the Service
10 Payment to be paid to the Settlement Class Representatives; and (f) such other matters as
11 the Court may deem appropriate.

12 13. Any interested person who has not opted out of the Settlement Class may
13 appear at the Fairness Hearing to show cause why the proposed Settlement should or should
14 not be approved as fair, reasonable, and adequate; provided, however, that no person shall
15 be heard or entitled to contest the approval of the terms and conditions of the proposed
16 Settlement unless that person has (a) filed with the Court a written objection and any
17 supporting papers or briefs on or before the date established in below, (b) stated in the
18 objection that he or she intends to appear at the Fairness Hearing, either in person or through
19 counsel, and (c) served, so that they are postmarked no later than the last date for filing
20 established below, copies of such papers to the Settlement Administrator.

21 14. All properly submitted objections shall be considered by the Court. Any
22 Settlement Class Member who does not submit an objection in the manner provided above
23 and in the Settlement Agreement shall be deemed to have waived any objection to the
24 Settlement and shall forever be foreclosed from making any objection to class certification,
25 to the fairness, adequacy or reasonableness of the Settlement, and to any attorneys’ fees and
26 reimbursements approved by the Court.

27 15. Class Counsel’s request for approval of attorneys’ fees, costs and
28 reimbursement of expenses shall be filed on or before the date established below.

1 16. All memoranda, declarations and other evidence in support of the request for
2 Final Approval shall be filed on or before the date established below.

3 17. All proceedings in this Action other than such as may be necessary to carry
4 out the terms and conditions of this Order or the responsibilities incidental thereto are stayed
5 and suspended as between the Plaintiffs and Defendant until further order of the Court.

6 18. The Parties have advised the Court that there are, to their knowledge, no
7 lawsuits pending in any state or federal court or in any arbitral forum asserting claims that
8 would be foreclosed by Final Approval of this Settlement.

9 19. This Order is intended to immediately stop all litigation involving the claims
10 released by the Settlement Agreement in all courts and other judicial and arbitral tribunals
11 throughout the United States. Any individual who wishes to object to, or comment on, this
12 Settlement or certification will have the opportunity to be heard at the Fairness Hearing
13 scheduled by this Court.

14 20. The Court expressly reserves its right to adjourn the Fairness Hearing from
15 time to time without further notice other than to counsel of record and to approve the
16 proposed Settlement and request for approval of attorneys' fees and expenses at or after the
17 originally scheduled Fairness Hearing.

18 21. Nothing contained in this Order directly or indirectly waives Defendant's
19 right to seek to enforce any arbitration agreement that may apply to Plaintiffs or any member
20 of the Settlement Class. Defendant has specifically reserved its right to contest any future
21 motion for class certification and to invoke any arbitration agreement with any individual
22 consumer, including Plaintiffs and any member of the Settlement Class, should the Court
23 not grant Final Approval. This order shall estop and act as a bar of any argument to the
24 contrary.

25 22. The Court retains exclusive jurisdiction over the Action and all matters
26 arising out of or connected with the proposed Settlement.

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1 23. Pursuant to this Order, the schedule for dissemination of Notice, requesting
 2 exclusion from or objecting to the proposed Settlement, briefing, and the Fairness Hearing,
 3 is as follows:

4 5 6 7	Deadline for Direct Notice Distribution [51 days after preliminary approval, assuming preliminary approval entered December 16, 2024]	February 5, 2025
8 9 10	Deadline for Settlement Class Members to opt out [105 days after Direct Notice Distribution]	May 21, 2025
11 12 13	Deadline for filing Class Counsel's Motion for Attorneys' Fees and Class Representative Service Payments [14 days before Deadline for Settlement Class Members to opt out]	May 7, 2025
14 15 16	Deadline for objections to proposed Settlement [105 days after Direct Notice Distribution]	May 21, 2025
17 18	Deadline for Claims to be submitted [105 days after Direct Notice Distribution]	May 21, 2025
19 20 21	Deadline for filing Motion for Final Approval [7 days after Deadline for opt outs]	May 28, 2025
22 23 24	Deadline for filing responses to objections to proposed Settlement [Same date as filing of Motion for Final Approval]	May 28, 2025
25	Fairness Hearing	July 28, 2025 3:00 P.M.

26 IT IS SO ORDERED.

27 Dated: 12/27/2024

Electronically
SIGNED

By /s/ Swope, Raymond

Hon. V. Raymond Swope
 Judge of the Superior Court

JUDGE OF THE SUPERIOR COURT

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