

## NOTICE OF CLASS ACTION SETTLEMENT

Re Desire Oyero v. Pride Industries, et. al.  
Superior Court of California for the County of Santa Clara, Case No. 20CV362399

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT RELATED TO YOUR APPLICATION AND/OR EMPLOYMENT WITH PRIDE INDUSTRIES (“DEFENDANT”) DURING THE TIME FRAME SPECIFIED BELOW. THIS IS A COURT-ORDERED NOTICE. IT IS NOT FROM A LAWYER AND YOU ARE NOT BEING SUED.**

**IT IS ESTIMATED THAT YOUR PAYMENT UNDER THIS SETTLEMENT FROM THE FAIR CREDIT REPORTING ACT CLASS FUND WILL BE \$38.09 PRIOR TO ANY APPLICABLE TAXES AND DEDUCTIONS AS A MEMBER OF THE TWO OR FIVE YEAR FCRA SUBCLASS.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>INCLUDE THE FOLLOWING:</b>	
<b>DO NOTHING</b>	You will receive a payment from the Settlement and you will release certain claims covered by the Settlement against Defendant.
<b>EXCLUDE YOURSELF</b>	Receive no payment of the Settlement and retain any and all rights you may have against Defendant.
<b>OBJECT</b>	Write to the Court about why you do not agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement.  <u>Note:</u> You may also make an objection by appearing at the Final Fairness Hearing. However, special procedures are required in order to be able to do so (see Paragraphs 14 and 16 of this Notice).
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

**FCRA CLASS:** This Settlement also resolves Plaintiff’s alleged claims for violation of the Fair Credit Reporting Act (16 U.S.C. §§ 1681 *et seq.*) (“FCRA”) with respect to all applicants for employment in the United States for whom Defendant procured a background check report from January 28, 2015 through the date of entry of the Preliminary Approval Order, inclusive. The Five Year FCRA Subclass consists of those FCRA Class Members for whom Defendant procured a background check report from January 28, 2015 through January 27, 2018. The Two Year FCRA Subclass consists of those FCRA Class Members for whom Defendant procured a background check report from January 28, 2018 through December 31, 2021, inclusive. Defendant denies all of Plaintiff’s allegations and claims.

**NO MONEY WILL GO BACK TO DEFENDANT UNDER THE TERMS OF THIS SETTLEMENT.**

**BASIC INFORMATION**

***1. What is this lawsuit about?***

Plaintiff alleges that Defendant violated the FCRA by procuring a background check report with the use of a non-compliant disclosure form. Defendant denies liability. This Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on Defendant's part.

***2. Why is this a Class Action?***

In a class action lawsuit, one or more people called the "Class Representative" (in this case, Plaintiff) sue on behalf of people who the Class Representative alleges have similar claims. The people together are a "Class" or "Class Members." The Superior Court of California for the County of Santa Clara (the "Court") has granted preliminary approval of the proposed settlement (the "Settlement") of this class action lawsuit. If the Settlement does not receive final approval from the Court, the Class Members will not get the benefits of this Settlement and Plaintiff will need to go back to court to prove her case through trial.

***3. Why is there a Settlement?***

In the interest of efficiency and economy, the Parties to the litigation decided to resolve the litigation through the Settlement. In this way, the Parties avoid the risks and costs of trial. After settling the case, the Court will not decide who is right or wrong. Instead, it will determine whether the Settlement is fair, reasonable, and adequate.

***4. Why did I receive this Notice?***

You received this Notice because Defendant's records show that you are a Class Member in this case, as described below.

**WHO IS IN THE SETTLEMENT?**

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

Whether you are in the Settlement depends on whether you are a Class Member. You are a FCRA Class Member if you were the subject of a background check report obtained by Defendant in the United States from January 28, 2015 through December 31, 2021, inclusive. Defendant's records indicate that you are a Class Member.

The FCRA Class consists of two subclasses: The Five Year FCRA Subclass and the Two Year FCRA Subclass. You are a member of the Five Year FCRA Subclass if Defendant procured a

background check report regarding you for employment purposes in the United States by Defendant from January 28, 2015 through January 27, 2018. You are a member of the Two Year FCRA Subclass if Defendant procured a background check report regarding you for employment purposes in the United States by Defendant from January 28, 2018 through December 31, 2021, inclusive.

**6. *What are my options:***

As a Class Member, you have several options available to you. You may:

- (i) Participate in the Settlement and receive a settlement check(s). To participate in the Settlement, you do not need to do anything. You will receive a settlement check(s) that will be mailed to you after the Court grants final approval of the Settlement. The estimated amount of your settlement check(s) is listed on Page 1 of this Notice.
- (ii) Object to the Settlement; or
- (iii) Request to be excluded from the Settlement.

<b>SETTLEMENT BENEFITS – WHAT YOU COULD RECEIVE?</b>
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**7. *What are the Settlement terms?***

“FCRA Class” shall consist of the Five Year FCRA Subclass and Two Year FCRA Subclass. All FCRA Class members who are in both the Five Year FCRA Subclass and Two Year FCRA Subclass will only be considered to be in the Two Year FCRA Subclass for purposes of allocation and payment of the FCRA Class Fund, as that term is defined in Paragraph 11 below. No FCRA Class member will receive more than one payment from the FCRA Class Fund.

“Five Year FCRA Subclass” means those FCRA Class Members for whom Defendant procured a background check report from January 28, 2015 through January 27, 2018, inclusive.

“Two Year FCRA Subclass” means those FCRA Class Members for whom Defendant procured a background check report from January 28, 2018 through December 31, 2021, inclusive.

Class Members who do not opt out of the FCRA Class will be bound by the Settlement and will release their claims against Defendant as specified in the Settlement.

Defendant has agreed to pay a non-reversionary Gross Settlement Amount (“GSA”) of \$600,000 to fully resolve all claims in the lawsuit, including payments to Class Members, attorneys' fees and costs, and the class representative service award. The specific settlement terms are as follows:

The GSA under the Settlement is \$600,000, from which payments will be made for: (1) attorneys' fees in an amount up to one-third (1/3) of the GSA (\$200,000.00) to Class Counsel, subject to Court approval; (2) attorney expenses incurred by Class Counsel not to exceed \$17,000, subject to Court approval; (3) a Class Representative service award to Plaintiff of up to \$5,000, subject to Court approval; and (4) settlement administration costs not to exceed \$29,000 to American Legal

Claims Services subject to Court approval. From the GSA, 40% shall be allocated to the settlement with the Five Year FCRA Subclass and 60% shall be allocated to the settlement with the Two Year FCRA Subclass.

The settlement funds remaining after deductions from the GSA of Class Counsel attorneys' fees and costs, the Class Representative Service Award, and the Settlement Administration Costs shall be the Net Settlement Amount ("NSA") distributed to the participating FCRA Class Members. The GSA is non-reversionary, meaning no amount of the GSA will be retained by, or revert back to Defendant. Any monies in the GSA that are attributable to Class Members who opt out of the Settlement will be sent to the Employment Rights Project of Bet Tzedek, a provider of free legal aid, as a *cy pres* beneficiary.

#### ***8. How will my Settlement payment be calculated?***

After deduction of the Court-approved amounts set forth above, the Net Settlement Amount shall be available for payment to Participating Class Members based on the following formula:

From the Net Settlement Amount, forty percent (40%) shall be allocated to the settlement with the Five Year FCRA Subclass and sixty percent (60%) shall be allocated to the settlement with the Two Year FCRA Subclass.

The Five Year FCRA Subclass shall be eligible to receive a *pro rata* share of the Net Settlement Amount allocated to the Five Year FCRA Subclass in relation to the aggregate number of Participating Class Members in the Five Year FCRA Subclass. The pro-rata share shall be calculated by dividing the Net Settlement Amount allocated to the Five Year FCRA Subclass by the number of Participating Class Members in the Five Year FCRA Subclass.

The Two Year FCRA Subclass shall be eligible to receive a *pro rata* share of the Net Settlement Amount allocated to the Two Year FCRA Subclass in relation to the aggregate number of Participating Class Members in the Two Year FCRA Subclass. The pro-rata share shall be calculated by dividing the Net Settlement Amount allocated to the Two Year FCRA Subclass by the number of Participating Class Members in the Two Year FCRA Subclass.

If you are in both subclasses, you will be considered to be in the "Two Year FCRA Subclass" for purposes of allocating your pro rata share of the Net Settlement Amount.

#### ***9. What are the possible settlement benefits from this Settlement?***

You have the right to receive money from the Settlement if you received this Notice. The estimated amount of your share of the Settlement money is listed on the first page of this Notice.

**California law and Defendant's policy strictly prohibit any retaliation against you for participating in the Settlement. Defendant will not take any adverse action against you because of your decision to participate in this Settlement. Defendant wants you to participate in the Settlement. Whether you participate in the Settlement or not, no amount Defendant has agreed to pay under the terms of the Settlement will go back to Defendant.**

***10. How do I participate in the Settlement and get a settlement payment?***

You do not need to do anything to participate in the Settlement and receive a settlement payment. You will receive a settlement check(s) that will be mailed to you after the Court grants final approval of the Settlement.

***11. When will I get my settlement check?***

Checks for the amount of each Class Member's individual settlement payment will be distributed if and when the Settlement receives final approval from the Court. Settlement checks will be sent to the address listed on this Notice. If you move after receiving this Notice, fill out the change of address section on this Notice or prepare a letter with your new address and mail the Individual Notice or letter to Oyero v. PRIDE Industries, c/o Class Action Administrator, P.O. Box 23648, Jacksonville, FL 32241-3648. You can also call the Settlement Administrator at 800-620-5873 and advise them of your new address.

***12. Will I have to pay taxes on my settlement payment?***

FCRA Class Members will be responsible for paying any taxes owed for their settlement payments. Without any party hereto admitting any liability of any type or kind, the Parties agree and intend that the payments made under this Settlement are compensatory payments to the Class Members intended to compensate Class Members for alleged damages. Each settlement share is allocated one hundred percent to non-wages.

***13. Am I giving anything up by remaining in the Class?***

Unless you remove yourself from the Settlement (which is called "excluding yourself" or "opting out"), you are part of the Class. By staying part of the Class, court orders will apply to you, and you will be bound by the Release of Claims set forth in the Settlement Agreement. A release means you cannot sue or be part of any other lawsuit against Defendant about the claims or issues being released in this lawsuit for the Class Period.

If the Court approves the proposed Settlement, the Settlement Agreement will bind all Class Members who have not opted out of the Settlement and will bar them from bringing the claims described in the release below against Defendant. Specifically, after Court approval, the Settlement provides for the following releases:

Release of Claims: Upon entry of Final Approval Order and Judgment, the Participating FCRA Class Members shall release the Released Parties to the fullest extent permitted by law from all federal, state, and local claims, causes of action, demands, and obligations of any kind in law or equity, whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that could reasonably arise from facts alleged in the Action, relating in any way to, or arising out of, background checks or reports, motor vehicle reports, reference checks, background investigations and/or consumer reports or investigative consumer reports (collectively, "Reports") of any kind, including but not limited to claims arising under the Fair Credit Reporting Act, the California Consumer Credit Reporting Agencies Act, the California Investigative Consumer

Reporting Agencies Act, California Business and Professions Code section 17200, *et seq.*, and like federal, state, and local laws, including but not limited to all statutory, compensatory, actual and punitive damages; any restitution, declaratory, injunctive and any equitable relief; and attorneys' fees and expenses, arising from or related to Reports ordered through and including the date of final settlement approval.

"Released Parties" means Defendant PRIDE Industries, and all divisions, related or affiliated companies, parent companies, holding companies, shareholders, officers, directors, employees, agents, attorneys, insurers, investors, successors and assigns, owners, officials, branches, partners, units, assigns, limited liability companies or other organizations, members, managers, principals, heirs, representatives, accountants, auditors, consultants, reinsurers, predecessors in interest, beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with PRIDE Industries.

<p style="text-align: center;"><b>YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AND APPEARING AT THE HEARING</b></p>
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***14. How do I object to the Settlement?***

You may object to the proposed Settlement in writing. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Oyero v. Pride Industries*, Case Number 20CV362399); (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of Santa Clara County, 191 N. 1<sup>st</sup> Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified in response to question 15 below, and (d) be filed or postmarked on or before October 25, 2022.

You may also appear at the Final Approval Hearing at your expense in person, telephonically (see Paragraph 16) or through an attorney, without needing to provide prior notice to the Court or submit any written objection. The Court, in its sole discretion, may permit any member of the Class to address the Court at the Final Approval Hearing and may consider any statements made by a Class Member.

If the Court rejects your objection, however, you will be bound by the terms of the Settlement. Persons who exclude themselves from the Settlement may not submit objections to the Settlement or appear at the Final Approval Hearing.

***15. Who are the attorneys representing the parties?***

**Class Counsel:**

Shaun Setareh  
Thomas Segal  
SETAREH LAW GROUP  
9665 Wilshire Boulevard, Suite 430  
Beverly Hills, California 90212  
Tel. (310) 888-7771 Fax (310) 888-0109

**Defendant's Attorney:**

Rod M. Fliegel  
LITTLER MENDELSON, P.C.  
333 Bush Street, 34<sup>th</sup> Floor  
San Francisco, CA 94104  
Tel. (415) 433-1940 Fax (415) 399-8490

***16. Can I appear at the Final Settlement hearing?***

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend.

Class members may appear at the final approval hearing either in person in the courtroom or by telephone via CourtCall. Class members who wish to appear by CourtCall should contact class counsel at least three days before the hearing if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting class member will be paid by Class Counsel.

Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 3 (Afternoon Session). Instructions for appearing remotely are provided at [https://www.scscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

**YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT**

***17. Can I remove myself from the Settlement?***

Any Class Member who wishes to be excluded from the Class and Settlement must submit a written request to be excluded on or before the Response Deadline of October 25, 2022. Such request for exclusion must: (1) contain the full name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; and (2) be postmarked by the Response Deadline and returned by mail to the Settlement Administrator at Oyero v. PRIDE Industries, c/o Settlement Administrator, P.O. Box 23648, Jacksonville, FL 32241-3648. **Do not send the Request for Exclusion to the Court.** The judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement.

***18. What is the difference between excluding and objecting?***

Excluding yourself or opting out means removing yourself from the Class and the Settlement altogether – you will not receive any money or be bound by the terms of the Settlement. Objecting means that you are remaining in the Class and will receive money and be bound by the terms of the Settlement but that you are complaining about some part of the Settlement that you do not like.

**19. What if I do nothing?**

If you do nothing, you will be bound by the terms of the Settlement, which means you will receive a settlement payment and cannot bring a lawsuit against Defendant regarding the Released Claims covered by the Settlement.

**DO I NEED TO HIRE MY OWN LAWYER?**

**20. Do I need to hire my own lawyer?**

You do not need to hire your own lawyer, but you can if you want to. Plaintiff, you, and the entire Class are already represented by the Plaintiff's attorneys listed above, who are known as Class Counsel. Class Counsel's services are paid for under the Settlement. If you decide to hire your own attorney, you will have to pay for your own attorney's services.

You may contact Class Counsel if you have any questions about this Notice or the Settlement, but please *do not contact the Court or Defendant*.

**FINAL APPROVAL OF SETTLEMENT**

**21. When will the Settlement be final?**

The Final Approval Hearing on the fairness, reasonableness, and adequacy of the Settlement will be held on February 8, 2023 at 1:30 p.m. at Department 3, Superior Court of the County of Santa Clara, 191 North First Street, San Jose, California 95113. The hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend. If you wish to do so, please note that special procedures may apply (see paragraph 16).**

**MORE INFORMATION**

**22. Where can I get more information?**

This Notice is only a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (1) online on the Settlement Administrator website at [www.OyeroFCRASettlement.com](http://www.OyeroFCRASettlement.com); (2) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org); or (3) in person at Records, Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator listed above for more information.

**PLEASE DO NOT CALL THE COURT, DEFENDANT, OR ITS  
ATTORNEYS REGARDING THIS SETTLEMENT OR THE  
ADMINISTRATION PROCESS**