

1 Joshua P. Davis, SBN 193254
jdavis@bm.net
2 BERGER MONTAGUE PC
505 Montgomery Street, Suite 625
3 San Francisco, CA 94111
T. 415-906-0684; F. 215.875.4604

4 E. Michelle Drake (*pro hac vice*)
emdrake@bm.net
5 Joseph C. Hashmall (*pro hac vice*)
jhashmall@bm.net
6 BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
7 Minneapolis, MN 55413
T. 612.594.5999; F. 612.584.4470

8
9 *Attorneys for Plaintiffs*

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN MATEO**
12 **UNLIMITED CIVIL**

13 DAVID WALKER, MELISSA CLARK,
14 and BENJAMIN WILSON, individually
and as representatives of the Class,

15 Plaintiffs,

16 v.

17
18 INFLECTION RISK SOLUTIONS, LLC,

19 Defendant.
20
21
22
23
24
25
26
27
28

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 12/12/2024
By /s/ Ashlee Nelson
Deputy Clerk

Case No.: 22-CIV-02954

**EXHIBIT 3 TO PLAINTIFFS’
SUPPLEMENTAL
MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Assigned for all purposes to
Hon. V. Raymond Swope

Date: December 16, 2024
Time: 3:00 PM
Department: 23

Case No.: 22-CIV-02954

EXHIBIT

AMENDED SETTLEMENT AGREEMENT AND RELEASE

Formatted

Plaintiffs David Walker, Melissa ~~Ross~~Clark, and Benjamin Wilson, individually and on behalf of the proposed Settlement Class defined below, and Defendant Inflection Risk Solutions, LLC (“Defendant”) hereby enter into this Settlement Agreement to resolve this proposed class action.

On or around March 4, 2024, the Parties signed a binding terms sheet after participating in mediation with third party neutral Lou Peterson, Esq. Prior to March 4, 2024, the Parties exchanged documents and information and engaged in extensive arms-length negotiations. The Parties also exchanged detailed pre-mediation communications setting forth their positions on the alleged merits of the claims, the prospects for class certification, and their views on an appropriate settlement. This Settlement Agreement memorializes the terms of the Parties’ agreement.

I. DEFINITIONS

1. Agreement or Settlement means this Settlement Agreement and Release.
2. Claims Deadline means the date ~~sixty (60)~~ one hundred and five (105) days after the initial mailing or emailing of notice.
3. Claim Form means the forms attached hereto as Exhibit A for SOR Reports Group Members, and Exhibit B for Name & DOB Match Group Members.
4. Class Counsel means Berger Montague PC.
5. Class List means a list of all potential members of the Settlement Class, to be provided by Defendant to the Settlement Administrator not more than thirty (30) days after the latter of either the date on which: (1) the Court enters a preliminary approval order

or (2) the Settlement Class cut off date, May 30, 2024.

Specifically, the Class List shall include all people who meet the following criteria:

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer's first name and/or last name and the date of birth provided to 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.

SOR Reports Group:

All consumers who were subject to at least one Inflection report provided 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.

Successful Disputes Group:

All consumers who were (1) subject to at least one SOR Report from July 20, 2020 to May 30, 2024; (2) where Inflection's records pertaining to disputes contain codes that Inflection reasonably believes indicate that the 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.

5. The Class List provided by Defendant to the Settlement Administrator shall include, to the extent available, full names and last known addresses and email addresses in Excel or another agreed-upon format. ~~Defendant~~For members of the Successful Disputes Group, Defendant shall also provide Social Security Numbers, to the extent Defendant possesses them. The Class List shall differentiate on the Class List between (i) Successful Disputes Group Members, (ii) SOR Reports Group Members, and (iii) Name & DOB Match Group Members. Information produced as part of the Class List shall be used solely to locate

Formatted: No bullets or numbering

Settlement Class Members for the purpose of sending notice of this Settlement and settlement checks and for verifying claim forms submitted. The Parties agree that the Defendant designates the Class List as Confidential and the contact information in the Class List will be kept strictly confidential by the Settlement Administrator and the Settlement Administrator will only use the Class List and any information contained therein for the purpose of effectuating the provisions of this Agreement. For avoidance of doubt, the Settlement Administrator is prohibited from sharing the Class List with Class Counsel, except to the extent required for Counsel to evaluate claim form validity, as described below.

6. Class Representatives refers to Plaintiffs David Walker, Melissa ~~Ross~~Clark, and Benjamin Wilson.

7. Complaint means the operative complaint in the Litigation, which is the Second Amended Class Action Complaint.

8. Court means the Superior Court of California for the County of San Mateo.

9. Notice means the notices attached hereto as Exhibits C and D, subject to Court approval, which the Settlement Administrator will mail and email (if available) to each Class Member. As set forth on the Exhibits, notice to members of the Successful Disputes Group shall specify whether the Class Member is required to provide the Administrator with a Social Security Number in order to receive a full payment.

10. Defendant or Released Parties means Defendant Inflection Risk Solutions, LLC and all of its corporate affiliates, including predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers,

subcontractors, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies or other organizations, all of their customers, vendors and agents, their insurers, and all persons acting by, through, under or in concert with them. For avoidance of doubt, as to customers, vendors, agents, and insurers, this release is limited to claims related to Inflection's conduct as alleged in the Complaint.

11. Defense Counsel means Littler Mendelson P.C.

12. Effective Date means the first business day after the first date on which all of the following have occurred:

- a. this Agreement has been executed by the Parties;
- b. the Court has issued a preliminary approval order;
- c. reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of, or object to, the Settlement;
- d. The Court has held a fairness hearing, entered a Final Approval Order approving the Settlement, awarded the Class Representatives any service payments, and entered an order awarding attorneys' fees and costs;
- e. Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of attorneys' fees and costs; and
- f. the last of the following events to occur:
 - i. if no appeal or reconsideration motion is filed, then the date on which the

time to appeal or reconsider the Final Approval Order and/or Final Judgment has expired with no appeal or any other judicial review having been taken or sought; or

- ii. if an appeal or reconsideration of the Final Approval Order and/or Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intention of the Parties that the Settlement shall not become effective until the Court's Final Approval Order and/or Final Judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

13. Final Approval Order and/or Final Judgment means the Court's order(s) granting final approval of this Settlement. The Parties will provide the Court with a proposed Final Approval Order substantially in the form of Exhibit G.

14. Litigation means this lawsuit, styled as *Walker, et al. v. Inflection Risk Solutions, LLC*, No. 22-CIV-02954 (San Mateo County, Cal. Super. Ct.).

15. Long Form Notice means the notice attached hereto as Exhibit E, which shall be posted on the Settlement Website.

16. Net Settlement Fund means the amount of money remaining after the Settlement Amount is reduced by the following amounts, as approved by the Court: (a) the

service payments to the Class Representatives; (b) reasonable attorneys' fees and costs to Class Counsel; and (c) the fees of the Settlement Administrator.

17. Opt-Out & Objection Deadline means the date ~~sixty (60)~~ one hundred and five (105) days after the initial mailing or emailing of notice. This is the deadline by which Settlement Class Members must mail and postmark a written notice of their intent to opt out of the Settlement and by which objections to the preliminarily approved Settlement must be filed with the Court.

18. Parties means the Class Representatives and Defendant.

19. Preliminary Approval Order means the proposed order to be submitted to the court with the motion for preliminary approval, substantially in the form of Exhibit F.

20. Released Claims means all claims resulting from, arising out of, or relating to claims that were brought or could have been brought in the operative complaint that relate in any way to any background report issued by Defendant about the Class Representative and/or Class Members ~~during the applicable class periods~~, and including all claims, damages, and/or attorneys' fees and costs that any Class Member had or now has under the FCRA and/or similar state and local laws and/or common law (including, without limitation, claims for defamation, libel and/or slander). All Settlement Class Members also release the right to bring any future class action, mass action, representative or other similar joint or collective claims against the Released Parties regarding the Released Claims under FCRA and similar state and local laws. For avoidance of doubt, the Settlement Class Members only release the Released Claims arising out of or relating to background reports issued during the "Class Period": July 20, 2020 to May 30, 2024.

21. Settlement Administrator means a third-party settlement administrator that will be chosen by Class Counsel—after soliciting competitive bids and subject to Defendant’s consent, which shall not be unreasonably withheld—to administer the Settlement.

22. Settlement Amount means \$1,765,000.00, which shall be the total amount from which the Class Representatives and Settlement Class Members will be paid, and from which all out-of-pocket costs of settlement administration will be paid, and from which Class Counsel’s attorneys’ fees, costs, and expenses and Class Representatives’ service payment, if approved by the Court, will be paid. Defendant will pay the Settlement Amount into a common fund, which shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. Defendant shall provide to the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status. In no event shall Defendant be required to pay any additional sum for the class action settlement herein other than the specified Settlement Amount.

23. Settlement Class ~~means all:~~ Plaintiffs allege Defendant issued inaccurate reports about the individuals who are members of the following Groups: (collectively hereafter, the “Settlement Class”):

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer's first name, last name, and date of birth provided to 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.

Formatted: Indent: Left: 0.5", Hanging: 0.06"

SOR Reports Group:

All consumers who were subject to at least one Inflection report provided 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.

Successful Disputes Group:

All consumers who were (1) subject to at least one SOR Report from July 20, 2020 to May 30, 2024; (2) where Inflection's records pertaining to disputes contain codes that Inflection reasonably believes indicate that the 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.

The Parties believe that, as of mid-2023, the Name & DOB Match Group contained approximately 2,100 individuals, the SOR Reports Group contained approximately 26,000 individuals, and the Successful Disputes Settlement Class contained approximately 350 individuals. Given that the agreed-upon class end date is May 30, 2024, the Parties' settlement assumes these numbers will increase proportionally through that date. These are estimates and the Parties agree that minor changes to same may occur as the Class List is prepared. Such changes, provided there is not a greater than ten percent (10%) increase from the proportional increase already expected from the passage of time, will not materially impact the settlement.

24. Settlement Class Member means any individual who is a member of one or

more of the Groups in the Settlement Class who does not file a timely and valid written notice of intent to opt out by the Opt-Out & Objection Deadline. A person shall only be counted once for purposes of Group membership. A person who is in more than one group shall be deemed to be a member of 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.

25. Settlement Website means an interactive website to be established and maintained by the Settlement Administrator, at a URL to be agreed upon by the Parties.

II. RELIEF AND BENEFITS

~~A. — RELIEF~~

26. In exchange for the release of claims described below, Defendant shall pay the Settlement Amount of \$1,765,000.00, which shall be distributed in accordance with the provisions herein.

27. The Settlement Amount shall represent the full extent of Defendant's financial obligations under this class action Settlement Agreement. There shall be no reversion to Defendant from the Settlement Amount under any circumstance.

28. Distribution of Net Settlement Fund to Settlement Class Members.

Successful Dispute Group Members who do not opt out shall be entitled to an automatic gross payment of \$1,500.¹ Following that calculation, the remaining Net

¹ If Defendant does not already have a Successful Dispute Group Member's Social Security Number in its records, the Settlement Administrator will mail a W-9 form to that Member. Should the Member not complete and return the W-9, the Settlement Administrator will withhold backup tax withholdings from that Member's payment amount.

Settlement Fund will be distributed *pro rata* to those SOR Reports and Name & DOB Match Group Members who returned timely, valid claim forms, with the *pro rata* distributions to be capped at \$1,500 per Class Member.

29. Service Payment to Class Representatives. Class Counsel will petition the Court for a service award of \$5,000 for each of the Class Representatives in this Litigation. In a manner consistent with these limitations and applicable law, Defendant shall not oppose the request. If approved by the Court, this service payments will be paid to the Class Representatives by the Settlement Administrator at the same time that checks are issued to the Settlement Class Members. By signing this Agreement, the Parties warrant the Class Representative service payments were negotiated only after the Settlement Amount and method of distribution to Settlement Class Members had been agreed upon. Should the Court decline to approve any requested payment, or reduce such payment, the Settlement shall still be effective.

30. Attorneys' Fees and Costs. Class Counsel may apply to the Court for an award of fees and costs to be paid from the Settlement Amount. The application for attorneys' fees shall be in an aggregate sum not to exceed 25% of the Settlement Amount. Costs shall be paid in addition to attorneys' fees in the amount in which they were or are incurred by Class Counsel and are approved for reimbursement by the Court. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and costs were negotiated only after the amount of the Settlement Amount and method of distribution to Settlement Class Members had been agreed upon. Should the Court decline to approve any requested payment, or reduce such payment, the Settlement shall still be effective, and the

remainder of sought fees shall remain in the Settlement Fund for distribution to Settlement Class Members, subject to Class Counsel's right to appeal the fee award.

31. Settlement Administrator's Expenses. Class Counsel shall apply to the Court for the costs of the Settlement Administrator to be paid from the Settlement Amount. Defendant and Class Counsel shall receive no portion of the Settlement Amount in connection with settlement administration.

32. Redistribution. Settlement Class shall have 90 days after checks are mailed to negotiate their checks. To the extent that there are any remaining amounts left in the Net Settlement Fund, including but not limited to those resulting from any uncashed or returned checks, thirty (30) days following the later of the close of the check-negotiation, the Settlement Administrator shall distribute any remaining amounts in the Net Settlement Fund as an additional payment to each Settlement Class Member who cashed his or her original paper check or received payment electronically in the amount of at least \$15, accounting for the reasonable costs of administration of the redistribution. However, the total amount any Class Member can receive, including the initial payment and any redistribution payment, shall be capped at \$1,500.00. Should redistribution be infeasible or should the amount to be redistributed be such that it would cause Class Members to receive more than \$1,500.00, the Settlement Administrator shall donate any residual amounts left in the Net Settlement Fund to Bay Legal, Defy Ventures, and Breakthrough Colorado as *cy pres* recipients (each receiving an equal 1/3), subject to Court approval. No amount of the Net Settlement Fund shall revert to Defendant under any circumstance. The Parties agree and represent that they do not have any governance interest in the *cy pres* recipients

and are not aware of any conflict of interest with the *cy pres* recipients receiving payment under this Agreement.

33. Taxes. The Settlement Administrator on Defendant's behalf will issue to each Settlement Class Member who received and cashed their settlement check, an IRS Form 1099 if required by law and within the time required by law. To the extent that the Settlement Administrator needs further information from the Settlement Class Members to comply with such obligation, the Settlement Administrator is authorized to take the steps necessary to obtain that information from Settlement Class Members, provided that any costs of doing so shall be paid from the Settlement Fund. To the extent the Administrator does not receive all needed information to issue a 1099, it shall withhold the default amount from settlement payments.

III. NOTICE AND RELATED PROCESSES; CLAIM, OBJECTION, AND OPT-OUT REQUIREMENTS.

A. NOTICE

34. Within twenty-one (21) days of the deadline set to receive the Class List from Defendant, the Settlement Administrator shall send the Notices to all individuals on the Class List by both mail (to all Class Members for whom the Settlement Administrator has a mailing address) and email (to all Class Members for whom the Settlement Administrator has an email address).

35. Prior to mailing, the Settlement Administrator shall update any mailing addresses provided by Defendant and will use appropriate tools to locate postal mailing addresses for Settlement Class Members who do not have a postal mailing address provided

by Defendant. The Settlement Administrator shall use the National Change of Address database and any appropriate proprietary software or databases to verify and/or update the mailing addresses.

36. Should any mailed notice be returned as undeliverable or returned with a forwarding address, the Settlement Administrator shall re-mail the notice to the forwarding address and, if no forwarding addresses was provided, utilize any other legally available database for the purpose of finding new addresses and re-mailing.

37. SOR Reports and Name & DOB Match Group Members shall have the opportunity to submit a claim for monetary relief using a Court-approved Claim Form as detailed below. The content of the Parties' proposed Claim Forms for each Group are attached as Exhibit A and B, respectively. The Claim Forms may also be made available electronically through the Settlement Website.

38. Twenty-one (21) days prior to the Claim Deadline, the Settlement Administrator shall send a reminder mail and email notice to any SOR Reports and Name & DOB Match Group Members who have not yet submitted a valid Claim Form.

39. A Claim Form shall be valid only if all information requested on it has been provided, and it has been sent in such a manner to the Settlement Administrator that it is received by, or postmarked by, the Claim Deadline. Additionally, Class Counsel and will use available public records to confirm validity of all Claim Forms, subject to review, confirmation and approval by Defendant. No Settlement Class Member who is required to file a Claim Form shall receive a payment pursuant to this Agreement absent the consent of both Class Counsel and Defense Counsel.

40. Claim Forms that do not meet the requirements set forth in the Claim Forms' instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim.

41. The Settlement Administrator and Class Counsel and Defense Counsel shall have thirty (30) days from the Claim Deadline to review the validity of Claim Forms. The Settlement Administrator shall notify the Settlement Class Member of the rejection using the contact information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Settlement Class Members. If any Settlement Class Member whose Claim Form has been rejected, in whole or in part, desires to cure the deficiency or contest such rejection, the Settlement Class Member must, within ten (10) days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail either a cured Claim Form or a notice and statement of reasons indicating the grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the Claim Form.

42. No person shall have any claim against Defendant, Defense Counsel, the Class Representatives, Class Counsel, the Mediator, the Settlement Class, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Agreement. This provision does not affect or limit in any way the right of review by the Court of any disputed Claim Forms as provided in this Agreement.

43. The Settlement Administrator shall cause the Settlement Website to "go live"

on the date that the Notices are emailed and/or mailed. The URL for the Settlement Website must be neutral and approved in advance by Defendant and Defense Counsel. The Settlement Website shall:

- a. Contain the content on Exhibits A-E, including the Long Form Notice;
 - b. Be interactive;
 - c. Provide Settlement Class Members with an opportunity to update their contact information and elect to receive a mailed check for a settlement payment or to change the email address through which electronic payment would be issued should that be their election;
 - d. Contain copies of the pleadings in this Litigation, including the operative complaint, this Agreement, and copies of any orders issued by the Court in connection with this Settlement;
 - e. Allow SOR Reports and Name & DOB Match Group Members to submit Claim Forms;
 - f. Direct individuals to the toll-free number established by the Settlement Administrator for Settlement Class Member inquiries;
 - g. Absent agreement by the Parties, not be taken down until thirty (30) days following the final check cashing deadline set in or approved by the Final Approval Order;
 - h. Be updated as appropriate regarding developments in the Litigation, such as the establishment of new deadlines by the Court or the filing of an appeal.
44. The Settlement Administrator shall provide toll-free phone support via

Interactive Voice Recognition (“IVR”) with an opportunity to leave a voice message for all questions related to the Settlement from the date notices are mailed for a period of no less than thirty (30) days following the date that all checks mailed to Settlement Class Members expire. Class Counsel shall have an ongoing responsibility to respond to Settlement Class Member inquiries in circumstances where the Settlement Administrator is unable to do so.

A.B. OBJECTION AND OPT-OUT REQUIREMENTS

Formatted: Bullets and Numbering

45. Right to Opt Out. All members of the Settlement Class will have the right to be excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Opt-Out Deadline, each individual on the Class List who elects to opt out of the Settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating their name, and address, stating that they desire to opt out of the Settlement or otherwise do not want to participate in the Settlement. No such notice will be valid unless personally signed by the individual. Any Settlement Class Member who does not timely (as measured by the postmark on that individual’s written notice) opt out of the Settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall remain a member of the Settlement Class and shall be bound by any orders of the Court about the Settlement or the Settlement Class. In no event shall Settlement Class Members who purport to opt out of the Settlement as a group, aggregate, collective, or class involving more than one Settlement Class Member be considered a successful or valid opt out. Any Settlement Class Member who fails to timely and validly opt out of the Settlement Class under this Settlement Agreement shall be bound by the

terms of this Settlement.

46. If more than two percent (2%) of either the class as a whole or of any of the Successful Disputes, SOR Reports or Name and DOB Match Groups separately opt out of the Settlement, Defendant may in its sole discretion exercise its right to void the Settlement. If Defendant timely chooses to nullify the Settlement, this Agreement will be vacated, rescinded, cancelled, and annulled, and the Parties will return to the status quo ex ante, as if they had not entered into this Settlement, and then shall promptly address, in good faith, the then necessary progression of remaining deadlines associated with the Litigation.

47. The Class Representatives, Class Counsel, Defendant, and Defense Counsel agree not to solicit opt outs, directly or indirectly, through any means.

48. Objections. Any Settlement Class Member who wishes to object to the Settlement must not opt out of the Settlement and must file a timely written statement of objection with the Clerk of the Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator no later than the Objections Deadline. The Settlement Administrator shall transmit the objection to Class Counsel and Defense Counsel promptly, no later than within three (3) business days of receipt. The objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Settlement Class Member making the objection; and a statement of whether the Settlement Class Member intends to appear at the fairness hearing, either with or without counsel. In addition, any objection must be personally signed by the Settlement Class Member and, if represented by counsel, then by counsel.

49. Any Settlement Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Settlement Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order and/or Final Judgment except by filing and serving written objections in accordance with the provisions of this Agreement.

50. Class Counsel and Defendant agree that no payments or other consideration shall be provided to any objector or to counsel for any objector to the Settlement in connection with the objector withdrawing an objection, foregoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court.

B.C. CLASS CERTIFICATION PURSUANT TO SETTLEMENT ONLY

Formatted: Bullets and Numbering

51. The Parties stipulate to class certification for purposes of settlement only, and only as to the precise terms as set forth in this Agreement. Defendant contends that the facts do not justify class certification under the governing legal standards absent Settlement; should the Settlement not be approved by the Court, or should the Settlement not proceed for any other reason, Defendant specifically reserves its right to contest a future motion for class certification and to invoke any arbitration agreement with any individual consumer, including the Class Representatives and any consumer included on the class list. For avoidance of doubt, by entering into this Settlement and participating in the process for seeking preliminary approval of the Settlement, Defendant has not, does not, and will

not directly or indirectly waive its right to seek to enforce any arbitration agreement. Class Counsel agrees that, should the Settlement not proceed for any reason and the action resume in litigation, Class Counsel will not argue waiver and agrees this Agreement will estop them from so arguing.

IV. RELEASE OF CLAIMS

52. Settlement Class Release. On the Effective Date of this Settlement Agreement, for the Settlement Class's benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Class Representatives and Class Counsel, all Settlement Class Members who have not timely and properly opted out of the Settlement Class and each of such Settlement Class Member's respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, and assigns, and all those who claim through them or who assert claims on their behalf, fully and forever release, waive, acquit, and forever discharge the Released Parties from the Released Claims. The Class Representatives and the Class Members specifically waive the right or ability to bring or participate in a class action, mass action, representative, or other similar joint or collective claim that includes the Released Claims.

53. California Civil Code Section 1542. As of the Effective Date, the Class Representatives and each Settlement Class Member shall further automatically be deemed to have, with respect to the Released Claims only, waived and released any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any and all provisions, rights, and benefits conferred by the law of any state or territory of the United States or principle of common law which is similar, comparable, or equivalent to

California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

54. Class Representatives' Release. On the Effective Date of this Settlement Agreement, for the payments described herein, for the Settlement Class's benefits, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Class Representatives, the Class Representatives release all past and present, claims, against the Released Parties, including unknown claims covered by California Civil Code section 1542, as quoted above. The claims released pursuant to this Paragraph include but are not limited to those defined as the Released Claims. Moreover, the Class Representatives agree: (1) they have no file disclosure requests or disputes with the Released Parties; (2) there is no admission of liability by the Released Parties; (3) the Class Representatives will not solicit additional claims against the Released Parties; (4) the most recent version of any reports prepared by Released Parties on each Class Representative are accurate, up-to-date and complete; (5) Class Representatives will not disparage the Released Parties; (6) Class Representatives release all interests they may have in bringing class, collective, or mass action claims other than their interest in representing the Settlement Class Members (as applicable) for purposes of this Settlement; (7) Class Representatives have not filed any claim or assertion of wrongdoing pertaining to the Released Parties in any other forum; and (8) nothing contained in the Agreement operates to invalidate any arbitration agreement they may have otherwise entered into with

the Released Parties.

V. NO ADMISSION OF LIABILITY

55. Defendant and the Released Parties do not admit any liability, and neither this Settlement nor the fact of the Settlement, nor any documents filed in support of the Settlement, shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding or evidence thereof.

VI. CONFIDENTIALITY

56. The Parties agree that Court-approved notice shall be the method through which Settlement Class Members are informed by the Parties of the Settlement. In order to ensure that all publicly disseminated information about the Settlement is accurate and Court-approved, Class Counsel and the Class Representatives shall not issue or cause to be issued any press releases or equivalent about the Settlement. Class Counsel may, however, state their appointment as Class Counsel in this Litigation to any court for purposes of declaring their class action and/or employment law experience.

VII. TIMING OF BRIEFING, FINAL FAIRNESS HEARING, AND PAYMENTS

57. The Parties agree to work cooperatively to present a motion for preliminary approval to the Court. The Class Representatives shall request that the Settlement be preliminarily approved without a formal hearing and based on the submission of pleadings only. However, the Court's decision whether to hold a preliminary approval hearing and the dates set for the preliminary approval hearing or final approval hearing are subject to the Court's sole discretion and have no impact on this Agreement. Defendant shall not

oppose the motion for preliminary approval.

58. The Class Representatives shall file a Motion for Attorneys' Fees and Costs, Class Representative Service Payments, and Payment of the Settlement Administrator's Expenses no later than fourteen (14) days before the Objection and Opt-Out Deadline. The Motion and all supporting documents shall also be posted to the Settlement Website within twenty-four hours of being filed.

59. The Class Representatives shall move for final settlement approval no later than seven (7) days following the Objections Deadline, and in cooperation with Defense Counsel, Class Counsel shall propose the Final Approval Order attached hereto as Exhibit G, Defendant shall not oppose that motion.

60. No later than fourteen (14) days following the Effective Date, Defendant shall wire the Settlement Amount to the account established by the Settlement Administrator.

61. As soon as is practicable, but no later than twenty-one (21) days following the Effective Date, the Settlement Administrator shall issue payments, including the service payments to the Class Representatives, to all (i) Successful Disputes Group Members who do not opt out, and (ii) SOR Reports and Name & DOB Match Group Members who returned timely, valid claim forms.

62. As soon as is practicable, but no later than twenty-one (21) days following the Effective Date, the Settlement Administrator shall wire any approved attorneys' fees and costs to Class Counsel and shall take possession of any amounts approved by the Court for payment to the Settlement Administrator.

VIII. JURISDICTION AND SETTLEMENT CONTINGENT ON APPROVAL

63. Jurisdiction. The Parties shall request that the Court retain jurisdiction to enforce the Settlement Agreement.

64. Settlement Contingent on Final Approval. This Settlement is contingent upon final approval by the Court of the Settlement on precisely the same terms set forth in this Agreement. In the event that a court of competent jurisdiction rejects any portion of this Settlement Agreement, or requires modifications of any kind whatsoever other than as already expressly contemplated herein, the Parties agree that they will make a good faith effort to accommodate the Court's required modifications and, if they are unable to do so, they agree to return to mediation with Lou Peterson to try to resolve the Court's concerns. In the event that a court of competent jurisdiction does not finally approve such settlement for the Settlement Class, this Agreement shall have no effect and will be null and void *ab initio*.

65. Settlement Modification. The Parties may agree by stipulation executed by Class Counsel and Defense Counsel to modify the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Agreement. Any stipulation modifying the Settlement must be filed with the Court and is subject to the Court's approval.

IX. MISCELLANEOUS

66. Authority to Execute. Each of the signatories below represents and warrants that they are competent and fully authorized to enter into this Agreement and to bind the Parties and the Settlement Class Members.

67. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to Settlement Class Members in a timely manner.

68. Entire Agreement. This Agreement, together with its exhibits, constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement.

69. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

70. This Agreement may be executed in one or more counterparts and may be

executed electronically. All executed counterparts and each of them shall be deemed to be one and the same Agreement. This Agreement may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original “ink” signature. A complete set of executed counterparts shall be filed with the Court. This Agreement shall become binding upon its execution by the Class Representative and Defendant.

IN WITNESS WHEREOF the Parties and their counsel have caused this Settlement Agreement to be duly executed.

For Plaintiffs & the Class:

Date: _____
David Walker

Date: _____
Melissa ~~Ross~~Clark

Date: _____
Benjamin Wilson

For Defendant:

Date: _____
By:
On Behalf of Inflection Risk Solutions,
LLC

|

Formatted: Indent: First line: 0"

Exhibit A

**Superior Court of California
San Mateo County**

Walker v Inflection Risk Solutions, LLC
Case No. 22-CIV-02954

SOR REPORTS CLAIM FORM

To make a claim in the *Walker v Inflection Risk Solutions, LLC* Class Action Settlement (the "Settlement"), you must submit this claim form online at website.com no later than **DATE**. Alternatively, you can complete and mail this paper claim to the address at the bottom of this form, **postmarked no later than DATE**.

Provide your name and contact information. You must notify the Settlement Administrator if your contact information changes after you submit this form. Your Social Security Number is requested for tax reporting purposes.

I. CLASS MEMBER CONTACT INFORMATION

First Name												Middle Name											
Last Name																							
Mailing Address																							
City																		State			ZIP Code		
Email Address																							
Daytime Phone																							
Social Security Number												Date of Birth											
												M M - D D - Y Y Y Y											

II. CERTIFICATION AND SIGNATURE

Signature Required: By signing below, you certify that the identifying information provided above, and the following statements are true:

I am not currently, nor was I during the time frame of July 20, 2020 – May 30, 2024, a registered sex offender. I have not used any other name or date of birth than that listed above. If I did not include a middle name above, I certify I have no middle name.

Your Signature	M M - D D - Y Y Y Y
Printed Name	Notice ID

III. SUPPORTING DOCUMENT

You may (but do not have to) submit a copy of your driver's license or other government ID with your claim. This will help the attorneys processing your claim to ensure its validity and increase the likelihood your claim will be paid.

SUBMIT YOUR CLAIM FORM ONLINE AT: website.com NO LATER THAN: **DATE**

OR Mail your completed Claim Form, postmarked by **DATE**, to: **WALKER V INFLECTION RISK SOLUTIONS (750)
PO BOX 23680
JACKSONVILLE FL 32241**

Administrator Use Only – Do not write below this line.

**750
SOR**

Docket Label

Received Date

Postmarked Date

Exhibit B

**Superior Court of California
San Mateo County**

Walker v Inflection Risk Solutions, LLC
Case No. 22-CIV-02954

NAME & DOB MATCH CLAIM FORM

To make a claim in the *Walker v Inflection Risk Solutions, LLC* Class Action Settlement (the “Settlement”), you must submit this claim form online at website.com no later than **DATE**. Alternatively, you can complete and mail this paper claim to the address at the bottom of this form, **postmarked no later than DATE**.

Provide your name and contact information. You must notify the Settlement Administrator if your contact information changes after you submit this form. Your Social Security Number is requested for tax reporting purposes.

I. CLASS MEMBER CONTACT INFORMATION

First Name															Middle Name														
Last Name																													
Mailing Address																													
City																									State			ZIP Code	
Email Address																													
Daytime Phone																													
Social Security Number															Date of Birth														
															M M - D D - Y Y Y Y														

II. CERTIFICATION AND SIGNATURE

Signature Required: By signing below, you certify that the identifying information provided above, and the following statements are true:

I was subject to at least one Inflection report under its SafeDecision brand provided to a third party during the time frame of July 20, 2020, and May 30, 2024, and such report included a criminal record that did not belong to me. I have not used any other name or date of birth than that listed above. If I did not include a middle name above, I certify I have no middle name.

Your Signature	M M - D D - Y Y Y Y
Printed Name	Notice ID

III. SUPPORTING DOCUMENT

You may (but do not have to) submit a copy of your driver’s license or other government ID with your claim. This will help the attorneys processing your claim to ensure its validity and increase the likelihood your claim will be paid.

SUBMIT YOUR CLAIM FORM ONLINE AT: website.com NO LATER THAN: **DATE**

OR Mail your completed Claim Form, postmarked by **DATE**, to: **WALKER V INFLECTION RISK SOLUTIONS (750)
PO BOX 23680
JACKSONVILLE FL 32241**

Administrator Use Only – Do not write below this line.

750

Docket Label

Received Date

Postmarked Date

Exhibit C

COURT AUTHORIZED
LEGAL NOTICE

This is a summary of your rights under a class action settlement.

More information, including the long form notice and other important documents are available at www.xxx.com.

You may need to submit a Claim Form to receive payment. If one is required, you can print or file one at www.xxx.com or scan this QR code with your phone:

[QR ART]

Settlement Administrator
Address

«ScanString»

Postal Service: Please do not mark barcode

Claim ID: «Claim ID»

Confirmation Code: «Confirmation Code»

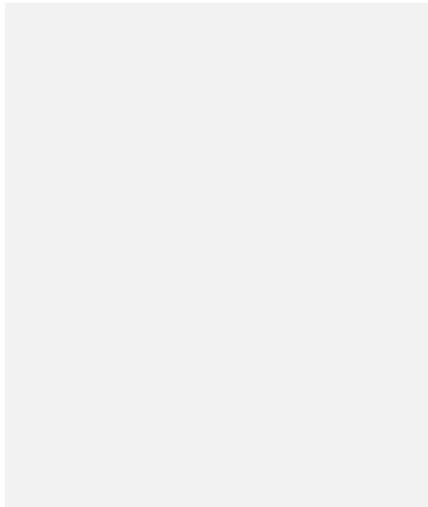
«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»



A settlement has been reached in a class action lawsuit *Walker v. Inflection Risk Solutions, LLC*, Case No. 22-CIV-02954 in the Superior Court of California, San Mateo County. Inflection denies that it violated any law, and the parties are settling the lawsuit to avoid the further uncertainties and expenses of litigation. The total settlement fund is \$1,765,000.

Am I a Class Member? Inflection's records indicate you are a member of the Settlement Class, in the Group marked below with an "X."

____ Name & DOB Match. All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer's first name, last name, and date of birth provided to 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.

____ SOR Reports. All consumers who were subject to at least one Inflection report provided 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.

____ Successful Disputes. All consumers who were (1) subject to at least one SOR Report from July 20, 2020 to May 30, 2024; (2) where Inflection's records pertaining to disputes contain codes that Inflection reasonably believes indicate that the 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.

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, **you must fill out a claim form** to receive a payment. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment. For those Dispute Class Members without SSNS, add the following: but we do need you to submit your Social Security number on the website Number for tax reporting purposes and you will be receiving a W-9 form in order to provide it to us. Should you choose not to return the W-9 form, your payment amount will have default taxes withheld from it.

What Can I Get? Name & DOB Match Group and SOR Reports Group members who timely file valid claim forms will receive payments that depend in part on the number of valid claims and the Court's rulings on the amount of the attorneys fees and service awards for Class Representatives, up to a maximum of \$1,500 each, and the Each Successful Disputes Group members will receive \$1,500 each gross.

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything. For those Dispute Class Members without SSNs, add the following: except to submit your Social Security Number on the W-9 form that will be provided to you if you do not want taxes withheld from your payment.

If you are a member of the Name & DOB Match or SOR Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.xxx.com by DATE. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

Who Represents Me? The Court appointed lawyers from Berger Montague. They will seek to be paid legal fees out of the settlement fund of up to 25% of the fund, along with the costs of bringing the lawsuit, and of the Administrator, which together are not expected to exceed \$125,000. They will also seek a service award of \$5,000 for each of the Class Representatives, thus totaling \$15,000. You may hire and pay for a lawyer at your expense.

What if I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by DATE. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by DATE.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Exhibit D

To: [class member email address]
From: Settlement Administrator
Sent:
Subject: Important notice of your rights in a class action settlement – Walker v. Inflection

<<ID>>

SUPERIOR COURT OF CALIFORNIA

SAN MATEO COUNTY

A COURT AUTHORIZED THIS NOTICE

This is not a solicitation from a lawyer. You are not being sued.

[For SOR Reports & Name &DOB Match Notices:]

In order to receive a payment, you must complete a Claim Form by DATE.

[Click here to file a claim online.](#)

Your Claim #: **HK-#####**
Your First Name: **JOHN**
Your Last Name: **DOE**
Your Mailing Address: **123 STREET RD
ANYTOWN, PA 12345-1234**

If the address listed above is incorrect, please update your address by replying to this email.

Your rights and options – and the deadlines by which to exercise them – are explained in this Notice. Please read this Notice carefully in its entirety.

A settlement has been reached in a purported class action lawsuit (the “Action”) against Inflection Risk Solutions (“Defendant”) for alleged violations of the Fair Credit Reporting Act (“FCRA”) and similar provisions of California law. Plaintiffs claim that Defendant violated the FCRA and similar provisions of California law by not following reasonable procedures to assure maximum possible accuracy by inaccurately reporting criminal and sex offender registry information on consumer reports provided to third parties. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed Settlement. The complete settlement terms and conditions are available in the Settlement Agreement at www.xxx.com.

Am I a Class Member?

1. Defendant’s records indicate you are a Class Member. The Class includes all

individuals who are members of the following Groups:

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer's first name, last name, and date of birth provided to 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.

Formatted: No underline

Formatted: No underline

Formatted: Indent: Left: 0.69", Line spacing: single

Formatted: Indent: Left: 0.69", Right: 0"

SOR Reports Group:

All consumers who were subject to at least one Inflection report provided 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.

Formatted: No underline

Formatted: Indent: Left: 0.69", Line spacing: single

Formatted: Indent: Left: 0.69"

Successful Disputes Group:

All consumers who were (1) subject to at least one SOR Report from July 20, 2020 to May 30, 2024; (2) where Inflection's records pertaining to disputes contain codes that Inflection reasonably believes indicate that the 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.

Formatted: No underline

Formatted: Indent: Left: 0.69", Line spacing: single

Formatted: Indent: Left: 0.69"

Formatted: Font: 12 pt

You are part of the XXX Group of the Settlement Class. [For SOR Reports and Name & DOB Match Notices:] In order to be eligible to receive a payment, you must file a fully-completed Claim Form by **DATE**. You can complete one online at www.xxx.com. [For Successful Dispute Notices:] You do not need to complete a Claim Form. [For Successful Dispute Notices without SSNs] The Settlement Administrator will be mailing you a W-9 form though to collect your Social Security Number for tax reporting purposes. If you do not complete and return the W-9, your settlement amount will have default taxes withheld from it.

What Can I Get?

The Settlement establishes a \$1,765,000 Settlement Fund for payments to Class Members, ~~after.~~

After payment of the cost for attorneys' fees and costs, settlement administration, and any approved Class Representative service awards. SOR Reports and Name & DOB Match Group members who timely return valid claim forms will receive payments that depend in part on the number of claims, and may be up to a maximum amount of \$1,500. ~~Successful Disputes Group members will receive \$1,500. each.~~ All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

Successful Disputes Group members will each receive \$1,500, gross.

What Are My Options?

(1) Remain in the Class. If you remain in the Class, you will be eligible for a settlement payment (if in the SOR Reports or Name & DOB Match Groups, you will need to return a Claim Form in order to receive that payment), and will lose both any legal rights you may have against Defendant and the Released Parties related to this suit and to object to the Settlement of this suit. A full explanation of your release of claims if you remain in the class can be found at www.xxx.com.

(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by **DATE**, that includes a signed and dated statement that you want to be excluded from the Class in *Walker v. Inflection Risk Solutions, LLC* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

(3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than **DATE**, as well as filed with the Clerk of Court by that date. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.xxx.com.

Who Represents Me?

The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees from the Settlement Fund, not to exceed 25% of the Fund, and reimbursement of out-of-pocket costs, as well as request a Class Representative service award not to exceed \$5,000 for each of the Plaintiffs, totaling \$15,000, and settlement administration expenses to be paid from the Settlement Fund. The Class Counsel costs and the settlement administration expenses combined are not expected to exceed \$125,000.

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on DATE/TIME. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative service awards, and determine whether the Settlement should be approved.

How Do I Get More Information?

For more information, including the full Notice, and Settlement Agreement, go to www.xxx.com, or contact the Settlement Administrator at xxxxx.

Please do not address questions about the Settlement or the litigation to the clerk of Court or to the Judge. They are not permitted to answer your questions.

Questions – call toll-free xxxx or visit www.xxx.com

Exhibit E



Class Action Settlement Notice

Authorized by the Superior Court of California, San Mateo County

This website explains the Settlement, the Settlement Class, and your legal rights and options.

Please read its contents carefully.

You are not being sued.

Does this Settlement Affect Me?

If you received a notice by mail or email about this Settlement, you have been identified as a member of a class in a purported class action lawsuit.

Specifically, Inflection's records indicate that you are a member of the Settlement Class which includes all individuals who are members of at least one of the following Groups:

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer's first name, last name, and date of birth provided to 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.](#)

SOR Reports Group:

All consumers who were subject to at least one Inflection report provided to a third-party indicating that the consumer was listed on a

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

sex offender registry (“SOR Report”) from July 20, 2020 to May 30, 2024.

Successful Disputes Group:

All consumers who were (1) subject to at least one SOR Report from July 20, 2020 to May 30, 2024; (2) where Inflection’s records pertaining to disputes contain codes that Inflection reasonably believes indicate that the 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.

As a class member, you may be eligible to receive a payment as part of this class action Settlement. This notice describes your rights. Please review it carefully.

If you are not sure whether you are a member of the Settlement Class, you may contact the settlement administrator to ask. The Settlement Administrator may be reached at **CONTACT INFO**.

Your Legal Rights & Options:

STAY IN THE CLASS	<p>If you do nothing, then you will be bound by the Court’s decisions regarding the Settlement. You will not be able to pursue any potential claims against the Defendant and the Released Parties that have been released as part of the Settlement and agree not to bring any future class action, mass action, representative or other similar joint or collective claims against the Released Parties under FCRA and similar state and local laws. Review the full release, which is available on this website as part of the Settlement Agreement, and includes further information on the Released Parties and released claims.</p>		
	<p>Successful Disputes Group</p> <p>If you are in the Successful Disputes group, then you do not need to do anything complete a Claim Form to receive a payment. If Defendant does not have your Social Security Number</p>	<p>SOR Reports and Name & DOB Match Groups</p> <p>If you are in the SOR Reports or Name & DOB Match Groups, then you must complete and return a Claim Form by [date] if you want to be eligible for a payment.</p>	<p>Your mailed or emailed notice will tell you which Group you are in.</p> <p>If you are still unsure of which Group to whom you belong, please consult the notice you received or contact the Settlement Administrator. The settlement administrator Settlement</p>

	<p>in its records you do need to submit your Social Security Number for tax reporting purposes - a W-9 form will be sent to you if this is requested. If the Settlement is approved, then you will be sent a check. You may contact the Settlement Administrator at CONTACT INFO to ensure that your most up to date contact information is on file to receive this check.</p>		<p>Administrator may be reached at CONTACT INFO.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>You can opt-out of the Settlement if you want to maintain any legal rights you may have against Defendant. If you opt-out, you will not be eligible to receive a settlement payment.</p> <p>To opt-out from the Settlement, you must send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].</p>		
<p>OBJECT TO THE SETTLEMENT</p>	<p>You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court's decisions regarding the Settlement. You must include the information discussed in more detail in this Notice. The objection deadline is [date].</p>		

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still must decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are fully resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for **DATE**. Your deadline to opt-out of the Settlement, or object to the Settlement, is **[date]**. If you are part of the SOR Reports or Name & DOB Match Groups, then you must complete and return a Claim Form by **Date**.

Learning About the Lawsuit & Settlement

What is This Lawsuit About?

Plaintiffs David Walker, Melissa [RossClark](#), and Benjamin Wilson (“Plaintiffs”) filed a class action lawsuit against Inflection Risk Solutions, LLC (“Defendant”) alleging the Defendant violated the Fair Credit Reporting Act (“FCRA”) and similar provisions of California law by including criminal record or sex offender registry information on their consumer reports that did not belong to them.

Defendant denies it violated the FCRA or any other law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action.

The Court has not made any determination whether Defendant violated the FCRA or any other law. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Defendant would have vigorously defended the lawsuit and moved for judgment in its favor, and it also would have opposed any attempt to have this case certified as a class action, including but not limited to by arguing that Plaintiffs or Settlement Class Members were bound to individually arbitrate their claims.

What Can I Get Out of The Settlement?

If Settlement is finally approved, a \$1,765,000 Settlement Fund will be used to make cash payments to the Settlement Class Members, pay the attorneys' fees and costs requested by Class Counsel, to pay service awards to the Plaintiffs, and to pay for the costs of notice and administration of the Settlement Class.

If the Settlement is approved in full, each Successful Disputes Group Class Member, and SOR Reports and Name & DOB Match Group Class Members who return timely and valid Claim Forms, will receive a settlement payment.

Depending on the final number of participating Class Members and after deduction of the requested amounts to be approved by the Court to be paid from the Settlement Fund for fees, costs, and service awards, SOR Reports and Name & DOB Match Group Class Members who timely return valid claim forms will receive payments up to a maximum of \$1,500, ~~and each Successful Disputes Group Member will receive \$1,500. each.~~ All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

[Each Successful Disputes Group Member will each receive \\$1,500, gross.](#)

Who Are The Attorneys Representing The Class And How Will They be Paid?

The Court has approved lawyers to represent the Settlement Class ("Class Counsel"). The attorneys who have been appointed by the Court to represent the Settlement Class are:

E. Michelle Drake
Joseph C. Hashmall
Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
612-594-5999

Subject to Court approval, Class Counsel will seek attorneys' fees in the amount of 25% of the Settlement Fund, and reimbursement of their out-of-pocket expenses [and the expenses of the settlement administrator, which together are not expected to exceed \\$125,000.](#)

Class Counsel will also seek a service award in an amount not to exceed \$5,000 each, [thus \\$15,000](#)

[in total](#), to be paid to the Plaintiffs for their services in representing the Settlement Class.

The attorneys' fees, costs, service awards, and settlement administration expenses will be paid from the Settlement Fund, if approved by the Court.

Deciding What You Want to Do

What are my options?

You have three options. You can (1) remain in the Class, or (2) exclude yourself (i.e., "opt out") from the Settlement, or (3) remain in the class and object to the Settlement.

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt-out or object.

Remaining in the Class

What Are The Consequences of Remaining in the Settlement Class?

You do not have to take any action to remain in the Settlement Class.

If you remain in the Class, you will not be able to pursue claims against Defendant and the Released Parties that are covered by the Settlement's release and agree not to bring any future class action, mass action, representative or other similar joint or collective claims against the Released Parties under FCRA and similar state and local laws. All the Court's decisions regarding the Settlement will apply to you and you will be bound by any judgment entered. Precise details about the Released Parties and Released Claims as defined by the Settlement Agreement are found in the Agreement, which is available on this website.

If you remain in the Settlement Class, and you are in the Successful Disputes Group, then you will receive a monetary settlement payment if the Court grants final approval of the Settlement. [If Defendant does not have your Social Security Number in its records, the Settlement Administrator will be mailing you a W-9 form to collect that information for tax reporting purposes. If you do not return and complete a W-9 if one is mailed to you, your settlement amount will be reduced by default taxes.](#)

If you remain in the Settlement Class and you are in the SOR Reports or Name & DOB Match Groups, you must return a timely and valid Claim Form in order to receive a monetary settlement payment if the Court grants final approval of the Settlement.

Opting Out

What Happens if I Opt-Out of The Settlement Class?

If you exclude yourself from the Settlement Class, you will not receive any money from the Settlement. You will not be bound by any of the Court's orders regarding the Settlement Class, or any judgment or release entered regarding the Settlement Class. You will retain any legal rights you may have against Defendant.

You will be responsible for the fees and costs of any future services provided by your own lawyer.

How do I Opt-Out?

If you wish to be excluded or "opt out" of the Settlement Class, then you must mail a written request for exclusion, mailed by first-class U.S. Mail, addressed to the Settlement Administrator at [\[address\]](#). Your request for exclusion must be in writing, signed by you, and postmarked on or

before [date]. The request must state: “I do not want to be part of the Class in *Walker v. Inflection Risk Solutions*.”

The request for opt-out/exclusion must also be dated and include your name, address, telephone number. The address you use on your exclusion request should be the address to which this notice was mailed. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

Objecting to the Settlement

What Happens if I Object to The Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection, you will be bound by the Court’s decision, and you will remain a part of the Settlement Class.

How Do I Object to The Settlement?

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate for any reason.

To object, you must submit to the Settlement Administrator at [address], a written explanation of the reasons you think that the Court should not approve the Settlement as well as filed with the Clerk of Court. The deadline to postmark an objection to the Settlement Administrator and file it with the Clerk of Court is [date]. The objection must state the case name and number; the basis for and an explanation of the objection; your name, address, telephone number, and email address; and a statement of whether you intend to appear at the fairness hearing, either with or without counsel. In addition, you must personally sign any objection. If you are represented by counsel in your objection, you must include that attorney’s information with your objection and your attorney should also sign the objection.

Additional Information

How Do I Know if I am Required to Make a Claim?

Money from the Settlement Fund will be ~~paid~~[available](#) to some Class Members automatically, while other Class Members are required to make a claim in order to receive a payment. Your mailed or emailed notice will tell you whether you are required to make a claim. If you are unsure whether you have to make a claim, you may contact the Settlement Administrator to find out which Group you are in. The Settlement Administrator may be reached at **CONTACT INFO**.

If you are part of the SOR Reports or Name & DOB Match Groups, then you must complete and return a valid Claim Form by **Date**.

Precise details about which Class Members are required to make Claims is included in the full Settlement Agreement, which is available on this website.

When And Where Will The Court Decide Whether to Approve The Settlement?

The Court will hold a Final Fairness Hearing on _____, at _____m. At the Final Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate.

The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the Final Fairness Hearing. In addition, the Final Fairness Hearing may be continued at any time by the Court without further notice to you.

You do not have to appear at the Final Fairness Hearing. If you are filing an objection, your objection should include a statement of whether or not you intend to appear at the Hearing, and if you intend to appear with counsel (see Section “How Do I Object to The Settlement” above).

Where Can I Get Additional Information?

Review the additional documents available on this Website, including the Second Amended Complaint, and the full Settlement Agreement. You may also contact the Settlement Administrator at **CONTACT INFO**.

Exhibit F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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
consumer may have disputed with Inflection that the sex offender registry
17 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
28

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.
28

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 _____, a sworn declaration (a) confirming that Notice was provided to all
5 Settlement Class Members, as required by the Settlement Agreement; and (b) providing an
6 accurate list of persons who opted out of the Settlement Class pursuant to the Settlement
7 Agreement.

8 11. If the Court does not enter the Final Judgment of the Settlement attached to
9 the Settlement Agreement without material modification, or if the Final Judgment is
10 reversed in whole or in part on appeal, certification of the Settlement Class will be vacated
11 and the Parties will be returned to their positions *status quo ante* with respect to the Action
12 as if the Settlement had not been entered into. In the event that Final Approval is not
13 granted, (a) any Court order preliminarily or finally approving the certification of any class
14 contemplated by the Settlement and any other orders entered pursuant to the Settlement
15 Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any
16 person or entity in support of claims or defenses or in support or in opposition to a class
17 certification motion or for any other purpose, and (b) the Settlement Agreement will become
18 null and void and the fact of the Settlement, that Defendant did not oppose the certification
19 of any class under the Settlement, or that the Court preliminarily approved the certification
20 of a settlement class, or any information disclosed or exchanged as part of the settlement
21 negotiations, settlement agreement, or settlement approval process shall not be used or cited
22 thereafter by any person or entity for any purpose, including in any contested proceeding
23 relating to the certification of any class. In addition, if the Final Judgment is reversed in
24 whole or in part on appeal, the release of claims set forth in the Settlement Agreement shall
25 be rescinded. Furthermore, in the event certification of the Settlement Class must be
26 vacated, the parties agree, and this Court so orders, that Defendant is deemed not to have
27 waived any arguments pertaining to the defense of this case, including but not limited to
28 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.

27
28

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:

Deadline for Direct Notice Distribution [21 days after May 30, 2024, if preliminary approval is issued on or before May 30, 2024]	
Deadline for Settlement Class Members to opt out [60 105 days after Direct Notice Distribution]	
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]	
Deadline for objections to proposed Settlement [60 105 days after Direct Notice Distribution]	
Deadline for Claims to be submitted [60 105 days after Direct Notice Distribution]	
Deadline for filing Motion for Final Approval [7 days after Deadline for opt outs]	
Deadline for filing responses to objections to proposed Settlement [Same date as filing of Motion for Final Approval]	
Fairness Hearing	

26 IT IS SO ORDERED.

Dated: _____

Hon. V. Raymond Swope
JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit G

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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.

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT**

Case No.: 22-CIV-02954

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

6 A Fairness Hearing was held before this Court on , 20242025 to
7 consider, among other things, whether the Settlement represents a fair, reasonable and
8 adequate compromise of the Action, and the amount to be paid to Class Counsel as fees and
9 litigation costs for prosecuting the Action. Having considered the evidence and argument
10 submitted by the Parties, and any objections to the Settlement submitted,

11 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED**
12 **AND DECREED THAT:**

13 This Final Judgment incorporates by reference the definitions in the Settlement
14 Agreement, and all capitalized terms used in this Final Judgment will have the same
15 meanings as set forth in the Settlement Agreement, unless otherwise defined in this Final
16 Judgment.

17 This Court has jurisdiction over the subject matter of this Action, the Settlement
18 Class Representatives, the Settlement Class (defined below), and Defendant. Final
19 Approval of the Settlement, and the request for entry of a Final Judgment, is hereby
20 **GRANTED.**

21 The Court finds that the Settlement Agreement is the product of good faith arm’s-
22 length negotiations by the Parties, each of whom was represented by experienced counsel.

23 The Court finds that the Class proposed for purposes of the Settlement meets the
24 requirements of Cal. Code Civ. Proc. § 382 and hereby certifies a Settlement Class in the
25 Action as follows:
26
27
28

1 All individuals who are members of the following Groups:

2 Name & DOB Match Group:

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

12 SOR Reports Group:

13 All consumers who were subject to at least one Inflection report
14 provided to a third-party indicating that the consumer was listed on
15 a sex offender registry ("SOR Report") from July 20, 2020 to May
16 30, 2024.

17 Successful Disputes Group:

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

26 A person shall only be counted once for purposes of Group membership in the
27 groups above. A person who is in more than one group shall be deemed to be a member of
28 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. This Court approves all terms set forth in the
Settlement Agreement and the Settlement reflected therein, and finds that such Settlement
is, in all respects, fair, reasonable, adequate and in the best interest of the Settlement Class
Members, and the Parties to the Settlement Agreement are directed to consummate and
perform its terms.

The Parties dispute the validity of the claims in the Action, and their dispute
underscores not only the uncertainty of the outcome but also why the Court finds the

1 Settlement Agreement to be fair, reasonable, adequate and in the best interests of the
2 Settlement Class Members. Beyond facing uncertainty regarding the resolution of those
3 issues, by continuing to litigate, Settlement Class Members would also face the challenge
4 of obtaining class certification and surviving an appeal of any class certification order
5 entered in this action, and any other rulings rendered during trial. Class Counsel has
6 reviewed the Settlement Agreement and finds it to be in the best interest of the Settlement
7 Class Members. For all of these reasons, the Court finds that the uncertainties of continued
8 litigation in both the trial and appellate courts, as well as the expense associated with it,
9 weigh in favor of approval of the Settlement reflected in the Settlement Agreement.

10 [If there are objections] Any and all objections to the Settlement Agreement, the
11 Service Payments to the Named Plaintiffs, and Class Counsel's request for attorneys' fees,
12 costs and expenses have been considered and are hereby found to be without merit and are
13 overruled.

14 The Court finds that the Notice provided for in the Order of Preliminary Approval
15 of Settlement has been provided to the Settlement Class, and the Notice provided to the
16 Settlement Class constituted the best notice practicable under the circumstances, and was
17 in full compliance with the notice requirements of Cal. Code Civil Procedure § 382, Cal.
18 Rules of Court 3.766 and 3.769, the Cal. and United States Constitution, and other
19 applicable law. The Notice apprised the members of the Settlement Class of the pendency
20 of the litigation; of all material elements of the proposed settlement, including but not
21 limited to the relief afforded the Settlement Class under the Settlement Agreement; of the
22 res judicata effect on members of the Settlement Class and of their opportunity to object to,
23 comment on, or opt-out of, the Settlement; of the identity of Class Counsel and of
24 information necessary to contact Class Counsel; and of the right to appear at the Fairness
25 Hearing. Full opportunity has been afforded to members of the Settlement Class to
26 participate in the Fairness Hearing. Accordingly, the Court determines that all Final
27 Settlement Class Members are bound by this Final Judgment in accordance with the terms
28 provided herein.

1 The term “Effective Date” as used herein shall have the same meaning as set forth
2 in the Parties’ Settlement Agreement.

3 Within the timeframe provided in the Settlement Agreement, Defendant shall
4 deliver to the Settlement Administrator for deposit the Settlement Amount in accordance
5 with the Settlement Agreement.

6 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
7 \$ is reasonable compensation for Class Counsel’s attorneys’ fees and
8 expenses. The Settlement Administrator will pay this sum, as the Class Counsel Fees
9 awarded by the Court, from the Settlement Amount, by wire transfer to Class Counsel in
10 accordance with the Settlement Agreement.

11 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
12 \$5,000 to each Plaintiff is reasonable compensation for the Named Plaintiffs’ services in
13 this matter. The Settlement Administrator shall pay these sums out of the Settlement
14 Payment to each Named Plaintiff in accordance with the Settlement Agreement.

15 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
16 \$ is reasonable compensation for the settlement administration services provided by
17 American Legal Claim Services in this matter.

18 Within the timeframe provided by the Settlement Agreement, the Settlement
19 Administrator shall mail out checks to Claimants and Successful Dispute Group Settlement
20 Class Members in accordance with the Settlement Agreement.

21 In accordance with the Settlement Agreement, all checks issued shall bear a legend
22 stating that the check shall only be valid for 90 days after the date of issuance. The
23 Settlement Administrator will effect the distribution of the sum of any settlement checks
24 that remain uncashed after the last check void date in accordance with the Settlement
25 Agreement. Any charitable distributions made pursuant to the Settlement Agreement shall
26 be distributed to the *cy pres* designees of Bay Legal, Defy Ventures, and Breakthrough
27 Colorado in equal parts.

28 On the Effective Date of this Settlement Agreement, Class Representatives and

1 Class Counsel, all Settlement Class Members who have not timely and properly opted out
2 of the Settlement Class and each of such Settlement Class Member's respective executors,
3 representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, and
4 assigns, and all those who claim through them or who assert claims on their behalf, fully
5 and forever release, waive, acquit, and forever discharge the Released Parties from the
6 Released Claims. The Class Representatives and the Class Members specifically waive the
7 right or ability to bring or participate in a class action, mass action, representative, or other
8 similar joint or collective claim that includes the Released Claims. The Released Claims
9 means all claims resulting from, arising out of, or relating to claims that were brought or
10 could have been brought in the operative complaint that relate in any way to any background
11 report issued by Defendant about the Class Representative and/or Class Members during
12 the applicable class periods, and including all claims, damages, and/or attorneys' fees and
13 costs that any Class Member had or now has under the FCRA and/or similar state and local
14 laws and/or common law (including, without limitation, claims for defamation, libel and/or
15 slander). All Settlement Class Members also release the right to bring any future class
16 action, mass action, representative or other similar joint or collective claims against the
17 Released Parties under FCRA and similar state and local laws. The Class Representatives
18 additionally release all past and present, claims, against the Released Parties, including
19 unknown claims covered by California Civil Code section 1542, ~~as quoted above.~~ The
20 claims released pursuant to this Paragraph include but are not limited to those defined as
21 the Released Claims. Moreover, the Class Representatives agree: (1) they have no file
22 disclosure requests or disputes with the Released Parties; (2) there is no admission of
23 liability by the Released Parties; (3) the Class Representatives will not to solicit additional
24 claims against the Released Parties; (4) the most recent version of any reports prepared by
25 Released Parties on each Class Representative are accurate, up-to-date and complete and/or
26 as appropriate agree to a form of report that would be accurate, up-to-date and complete;
27 (5) Class Representatives will not disparage the Released Parties; (6) and they release all
28 interests they may have in bringing class, collective, or mass action claims other than their

1 interest in representing the Settlement Class Members (as applicable) for purposes of this
2 Settlement; (7) Class Representatives have not filed any claim or assertion of wrongdoing
3 pertaining to the Released Parties in any other forum; and (8) nothing contained in the
4 Agreement operates to invalidate any arbitration agreement they may have otherwise
5 entered into with the Released Parties.

6 Neither this Final Judgment nor the Settlement Agreement, nor any of its terms or
7 provisions nor any of the negotiations or proceedings connected with it, shall be:
8 (1) construed as an admission or concession by Defendant of the truth of any of the
9 allegations in the Action, or of any liability, fault or wrongdoing of any kind; or
10 (2) construed as an admission by Settlement Class Representatives or the Settlement Class
11 as to any lack of merit of the claims or this action. Nothing contained in this Order directly
12 or indirectly waives Defendant's right to seek to enforce any arbitration agreement that may
13 apply to Plaintiffs or any member of the Settlement Class. Defendant has specifically
14 reserved its right to invoke any arbitration agreement with any individual consumer,
15 including Plaintiffs and any member of the Settlement Class. This order shall estop and act
16 as a bar of any argument to the contrary.

17 Without affecting the finality of this Final Judgment in any way, this Court retains
18 continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final
19 Judgment, and other matters related or ancillary to the foregoing. Without limiting the
20 generality of the foregoing, any dispute concerning the Settlement Agreement, including,
21 but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class
22 member in which the provisions of the Settlement Agreement are asserted as a defense in
23 whole or in part to any claim or cause of action or otherwise raised as an objection, shall
24 constitute a suit, action or proceeding arising out of or relating to this Order. Solely for
25 purposes of such suit, action or proceeding, to the fullest extent possible under applicable
26 law, Plaintiffs and all Settlement Class Members are hereby deemed to have irrevocably
27 waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or
28 objection that they are not subject to the jurisdiction of this Court, or that this Court is, in

1 any way, an improper venue or an inconvenient forum. Nothing contained herein operates
2 as a waiver of Defendant's right to move to compel arbitration or assert the right to
3 arbitration as a defense in any proceeding, including to contest jurisdiction, if the Court
4 determines this Agreement does not operate as a complete bar to a claim by Plaintiffs or the
5 Settlement Class Members.

6 The Parties having so agreed, good cause appearing, and there being no just reason
7 for delay, it is expressly directed that this Final Judgment be, and hereby is, entered as a
8 final and appealable order.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

Hon. V. Raymond Swope
JUDGE OF THE SUPERIOR COURT