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FILED

By Superior Court of California, County of San Mateo
ON 09/05/2025

By /s/ Nelson, Ashlee
Deputy Clerk

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RECEIVED

8/26/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

Case No.: 22-CIV-02954

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

Plaintiffs,

v.

INFLECTION RISK SOLUTIONS, LLC,

Defendant.

~~PROPOSED~~ ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT

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

A Fairness Hearing was held before this Court on August 18, 2025 to consider, among other things, whether the Settlement represents a fair, reasonable and adequate compromise of the Action, and the amount to be paid to Class Counsel as fees and litigation costs for prosecuting the Action. Having considered the evidence and argument submitted by the Parties, and any objections to the Settlement submitted,

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

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

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

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

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

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

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

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

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

28 Within the timeframe provided in the Settlement Agreement, Defendant shall
deliver to the Settlement Administrator for deposit the Settlement Amount in accordance

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2 with the Settlement Agreement.

3 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
4 \$453,019.94 is reasonable compensation for Class Counsel's attorneys' fees and expenses.
5 The Settlement Administrator will pay this sum, as the Class Counsel Fees awarded by the
6 Court, from the Settlement Amount, by wire transfer to Class Counsel in accordance with
7 the Settlement Agreement.

8 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
9 \$2,500 to each Plaintiff is reasonable compensation for the Named Plaintiffs' services in
10 this matter. The Settlement Administrator shall pay these sums out of the Settlement
11 Payment to each Named Plaintiff in accordance with the Settlement Agreement.

12 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
13 \$97,991.00 is reasonable compensation for the settlement administration services provided
14 by American Legal Claim Services in this matter.

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

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

25 On the Effective Date of this Settlement Agreement, Class Representatives and
26 Class Counsel, all Settlement Class Members who have not timely and properly opted out
27 of the Settlement Class and each of such Settlement Class Member's respective executors,
28 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

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

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entered into with the Released Parties.

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

Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final Judgment, and other matters related or ancillary to the foregoing. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, Plaintiffs and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum. Nothing contained herein operates as a waiver of Defendant’s right to move to compel arbitration or assert the right to arbitration as a defense in any proceeding, including to contest jurisdiction, if the Court determines this Agreement does not operate as a complete bar to a claim by Plaintiffs or the

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Settlement Class Members.

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

Dated: 09/03/2025

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SIGNED
By /s/ Franchi, Don
Hon. Don R. Franchi
JUDGE OF THE SUPERIOR COURT