

# **EXHIBIT A**

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13 PRIDE INDUSTRIES

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF SANTA CLARA  
16 UNLIMITED JURISDICTION

17 DESIRE OYERO, on behalf of herself, all  
18 others similarly situated,

19 Plaintiff,

20 v.

21 PRIDE INDUSTRIES, a California  
corporation; and DOES 1 through 50,  
22 inclusive,

23 Defendants.

Case No. 20CV362399

ASSIGNED FOR ALL PURPOSES TO THE  
HON. PATRICIA M. LUCAS, DEPT. 3

**STIPULATION OF CLASS ACTION  
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff DESIRE OYERO  
2 (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendant  
3 PRIDE INDUSTRIES (“Defendant”), on the other hand, and subject to the approval of the Court, that  
4 the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this  
5 Agreement of Class Action Settlement (“Settlement,” “Settlement Agreement” or “Agreement”) and  
6 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set  
7 forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference  
8 become an integral part of this Agreement. Plaintiff and Defendant are collectively referred to as the  
9 “Parties.”

### 10 DEFINITIONS

11 In addition to other terms defined in this Agreement, the terms below have the  
12 following meaning in this Agreement:

13 1. “Action” means the putative class action entitled *Desire Oyero v. Pride Industries, et*  
14 *al.*, pending in the California Superior Court for the County of Santa Clara, Case No. 20CV362399.

15 2. “Class Counsel” means Shaun Setareh and Thomas Segal of the Setareh Law Group.

16 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation  
17 and resolution of this Action not to exceed one-third (1/3) of the Gross Settlement Amount, or Two  
18 Hundred Thousand Dollars (\$200,000.00), and Class Counsel’s expenses and costs reasonably  
19 incurred in connection with the Action not to exceed Seventeen Thousand Dollars (\$17,000.00).

20 4. “Class Information” means information regarding FCRA Class Members that  
21 Defendant, through its Defense Counsel, shall in good faith compile from available records and shall  
22 be authorized by the Court to transmit in a secured manner to the Settlement Administrator only. Class  
23 Information shall be transmitted in electronic form, readily usable, and shall include: each Class  
24 Member’s full name; Social Security number; address; and whether that Class Member is within the  
25 Two Year or Five Year FCRA Subclass.

26 5. “Class Notice” means the Notice of Class Action Settlement, substantially in the forms  
27 attached as **Exhibits 1A and 1B**, which shall be subject to Court approval; **Exhibit 1A** is the Postcard  
28 Notice which the Settlement Administrator shall email and/or mail to each Class Member as described

1 in Paragraph 44b below, to explain the terms of this Agreement and the Settlement, and include the  
2 timing and manner in which to request exclusion from the Settlement, to object to the Settlement, to  
3 dispute the information upon which their Individual Settlement Award will be calculated, and will  
4 inform the Class of the date, place and time of the Final Approval hearing; **Exhibit 1B** is the long-  
5 form Notice which shall be posted on the Settlement Website by the Settlement Administrator.

6 6. “Class Representative Service Award” means the amount that the Court authorizes to  
7 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s  
8 efforts and risks in assisting with the prosecution of the Action and in exchange for executing a general  
9 release.

10 7. “Defendant” means Defendant PRIDE Industries.

11 8. “Defense Counsel” means Rod M. Fliegel from Littler Mendelson, P.C.

12 9. “Effective Date” of the settlement means the latest date of occurrence of any of the  
13 following:

14 a. the Court has entered both a Final Approval Order approving this settlement  
15 and the Final Judgment;

16 b. sixty-one (61) calendar days after the period for appeal from the Final Approval  
17 or Judgment has expired if no appeal, review or writ is sought from Final Approval or the Judgment;  
18 or,

19 c. if an appeal, review or writ is sought from Final Approval or Judgment, thirty-  
20 one (31) calendar days after the petition has been denied or dismissed, or, if granted, Final Approval  
21 and final judgment is affirmed in a form substantially identical to the form of the Final Approval Order  
22 entered by the Court with no possibility of subsequent appeal or other judicial review therefrom, or  
23 the date the appeal or other judicial review therefrom are fully dismissed with no possibility of  
24 subsequent appeal, writ or other judicial review.

25 10. “FCRA Class” shall consist of the Five Year FCRA Subclass and Two Year FCRA  
26 Subclass during the FCRA Class Period. Defendant, through its Defense Counsel, represents the  
27 FCRA Class contains approximately 9,080 individuals through December 31, 2021. All FCRA Class  
28 members who are in both the Five Year FCRA Subclass and Two Year FCRA Subclass will only be

1 considered to be in the Two Year FCRA Subclass for purposes of notice, allocation and payment of  
2 the FCRA Class Fund, as that term is defined in Paragraph 11 below. No Participating FCRA Class  
3 member will receive more than one payment from the FCRA Class Fund.

4 11. “FCRA Class Fund” means the portion of the Net Settlement allocated to the settlement  
5 payments to the FCRA Class, with the Five Year FCRA Subclass receiving forty percent (40%) of the  
6 *pro rata* distribution and the Two Year FCRA Subclass receiving sixty percent (60%) of the *pro rata*  
7 distribution.

8 12. “FCRA Class Member” or “Settlement Class Member” means all applicants for  
9 employment with Defendant in the United States for whom Defendant procured a background check  
10 report during the FCRA Class Period.

11 13. “FCRA Class Period” means January 28, 2015 through December 31, 2021, inclusive.

12 14. “Final Approval” means a date after the Preliminary Approval Order on which the  
13 Court enters an order granting final approval of this class action settlement and enters judgment in  
14 accordance with this Agreement in the form attached as **Exhibit 3** or a form substantially similar  
15 thereto.

16 15. “Final Approval Hearing” means the hearing to be conducted by the Court after the  
17 filing by Plaintiff of an appropriate motion for approval of the Settlement, following the appropriate  
18 notice to Class Members giving Class Members an opportunity to object to the Settlement, at which  
19 time Plaintiff shall request that the Court finally approve the fairness, reasonableness and adequacy of  
20 the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other  
21 appropriate action.

22 16. “Final Order and Judgment” means the order and judgment to be entered by the Court  
23 at the time of the Final Approval Hearing upon granting final approval of the Settlement and this  
24 Agreement as binding upon the Parties and Class Members in a form attached as **Exhibit 3** or  
25 substantially similar thereto.

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

1           18.    “Gross Settlement Amount” means the maximum amount Defendant shall have to pay  
2 in connection with this Settlement, by way of a Qualified Settlement Fund, which shall be inclusive  
3 of all Individual Settlement Awards to Participating FCRA Class Members, Class Counsel Award,  
4 Settlement Administration Costs, and the Class Representative Service Award. Subject to Court  
5 approval and the terms of this Agreement, the Gross Settlement Amount Defendant shall be required  
6 to pay is Six Hundred Thousand Dollars (\$600,000.00). No matter the circumstances, Defendant shall  
7 pay no more than the amount of the Gross Settlement Amount. Defendant reserves the right to void  
8 the Agreement where any court orders payment of an amount in excess of the Gross Settlement  
9 Amount or otherwise enters any order that would or could require Defendant to do so. Each FCRA  
10 Class Member shall be responsible for paying any taxes due on his or her Individual Settlement Award.  
11 The Gross Settlement Amount shall be all-in with no reversion to Defendant.

12           19.    “Individual Settlement Award” means the amount payable from the Net Settlement  
13 Amount to each Class Member for their payment from the FCRA Class Fund.

14           20.    “Net Settlement Amount” is the amount remaining in the FCRA Class Fund after  
15 deducting from the Gross Settlement Amount the court-approved Settlement Administration Costs,  
16 Class Counsel’s Award of Fees and Costs, and the Class Representative Service Award. The  
17 settlement funds remaining after deductions from the fund shall be the Net Settlement Amount  
18 distributed to the participating FCRA Class Members.

19           21.    “Notice of Objection” means a Class Member’s written objection to the Settlement.

20           22.    “Class Notice” means the Court-approved Postcard Notice attached as **Exhibit 1A** and  
21 the Long-form Notice attached as **Exhibit 1B**.

22           23.    “Parties” means Plaintiff and Defendant.

23           24.    “Participating FCRA Class Members” means all FCRA or Settlement Class Members  
24 who do not submit a valid and timely request for exclusion on or before the Response Deadline and  
25 who shall be bound by all terms of the Settlement, if the Settlement is approved by the Court, and be  
26 issued their Individual Settlement Award.

27           25.    “Plaintiff” means the named Plaintiff, Desire Oyero.  
28

1           26.     “Preliminary Approval Order” means the order to be issued by the Court preliminarily  
2 approving the Settlement, the Class Notice, and authorizing the e-mailing and mailing of the Notice  
3 by the Settlement Administrator, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel  
4 as Class Counsel, and American Legal Claims Services as the Settlement Administrator, and setting  
5 the date of the Final Approval Hearing, among other things, substantially in the form attached as  
6 **Exhibit 2**. Class Counsel shall provide Defendant’s Counsel with a reasonable opportunity to review,  
7 and provide comments on, the Motion for Preliminary Approval of the Settlement at least seven (7)  
8 days before the Motion for Preliminary Approval and supporting papers are filed with the Court.

9           27.     “Released Claims” shall have the meaning set forth in Paragraph 47 and its subparts,  
10 below.

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

18           29.     “Response Deadline” means the date sixty (60) days after the Settlement Administrator  
19 mails the Notice Packets to Class Members and the last date on which Class Members may postmark  
20 an objection to or opt out of the Settlement. To the extent any mailed Postcard Notice is returned as  
21 undeliverable, such person shall be permitted at least forty-five (45) days from any re-mailing of the  
22 Postcard Notice to submit their objection or request to opt out, but in no event later than thirty (30)  
23 days after the close of the Response Deadline.

24           30.     “Settlement Administrator” shall be American Legal Claims Services or such other  
25 administrator agreed to by the Parties, subject to Court approval, that maintains adequate measures to  
26 safeguard the security of class data.

27           31.     “Settlement Administration Costs” means the reasonable costs and fees of  
28 administration of the Settlement to be paid from the Gross Settlement Amount, including but not

1 limited to: (i) printing, emailing, mailing and re-mailing (if necessary) of the Postcard Notice to Class  
2 Members; (ii) establishing a URL to a website, maintained by the Settlement Administrator, that has  
3 links to the Postcard Notice, long-form Class Notice and the most important documents in the case;  
4 (iii) hosting a static “IVR” toll free line to provide Settlement Class Members answers to frequently  
5 asked questions as approved by counsel for all parties; (iv) designating a post office box for the return  
6 of Class Member communications; (v) preparing and submitting to Class Members and government  
7 entities all appropriate tax filings and forms; (vi) computing the amount of and distributing Individual  
8 Settlement Awards, the Class Representative Service Award, and the Class Counsel Award; (vii)  
9 processing requests for exclusion and Notices of Objection; (viii) establishing a Qualified Settlement  
10 Fund, as defined by the Internal Revenue Code; and (ix) issuing all required tax forms (e.g., 1099s)  
11 and providing all required tax reporting. The Settlement Administration Costs shall not exceed the  
12 amount estimated by the administrator, who shall be decided by bid and approval by the Parties, to  
13 administrate the Settlement of the class.

14 32. “Two Year FCRA Subclass” consists of those FCRA Class Members who authorized  
15 a background check report to be provided to Defendant for employment purposes from January 28,  
16 2018 through December 31, 2021, inclusive. Individuals who fall within both the Two Year FCRA  
17 Subclass and the Five Year FCRA Subclass will be treated as being within the Two Year FCRA  
18 Subclass for purposes of this Settlement.

### 19 **RECITALS**

20 33. Procedural History. On January 28, 2020, Plaintiff filed a Complaint in the California  
21 Superior Court for the County of Santa Clara County, Case No. 20CV362399 (the “Action”). The  
22 claims currently pending in the Action include the single cause of action for alleged failure to make  
23 proper disclosures prior to obtaining background check reports in violation of the Fair Credit  
24 Reporting Act (“FCRA”), 15 U.S.C. § 1681b(b)(2)(A).

25 34. Settlement Negotiations. On October 13, 2020 and March 23, 2021, the Parties  
26 participated in private mediation sessions before the Honorable Ronald M. Sabraw (Ret.), a retired  
27 superior court judge and well-regarded and experienced class action mediator. As a result of the  
28 mediation, the Parties, through counsel, reached and signed a mediator’s proposal which outlined the



1 material terms of a proposed class action settlement that would fully resolve this Action in its entirety,  
2 subject to the Parties entering into a more comprehensive written settlement agreement.

3         35.     Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel  
4 recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in  
5 the Action through trial and through any possible appeals. Plaintiff also has taken into account the  
6 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in  
7 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to  
8 establish liability for the claim asserted in the Action, both generally and in response to Defendant's  
9 defenses thereto, the difficulties in obtaining class certification, and the difficulties in establishing  
10 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel also  
11 have taken into account Defendant's agreement to enter into a settlement that confers substantial  
12 benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have  
13 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in  
14 the best interests of all Class Members.

15         36.     Defendant's Reasons for Settlement. Defendant recognizes that any further defense of  
16 the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's  
17 time, energy, and resources have been, and unless this Settlement is completed, shall continue to be,  
18 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the  
19 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant  
20 contends it is not liable for the claims alleged by Plaintiff in the Action, Defendant has agreed,  
21 nonetheless, to settle in the manner and upon the terms set forth in this Agreement and to put to rest  
22 the claims alleged in this Action. Nothing contained in this Agreement, no documents referred to  
23 herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by  
24 or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant  
25 contends it has complied with all applicable state, federal, and local laws.

26         37.     The Parties stipulate to the conditional certification of the FCRA Class for purposes of  
27 this Settlement only. This Agreement is contingent upon the Preliminary Approval Order, Final Order  
28 and Judgment, and certification of the FCRA Class by the court for purposes of this Settlement.

1 Should this Settlement not become final, for whatever reason, the Parties' stipulation to class  
2 certification as part of this Settlement shall become null and void *ab initio*, and the fact that the Parties  
3 were willing to stipulate provisionally to class certification as part of this Settlement shall have no  
4 bearing on, and shall not be admissible in connection with, the issue of whether a class should be  
5 certified in a non-settlement context in the Action, and shall not be admissible for any purpose in any  
6 action. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind  
7 that any class should be certified in the Action or in any other action or proceeding.

8           38. Defendant expressly reserves the right and declares that Defendant intends to oppose  
9 class certification vigorously should this Settlement not result in a Final Order and Judgment by the  
10 court, or be modified or reversed on appeal or otherwise not become final. If for any reason this  
11 Agreement does not become effective, Defendant reserves the right to contest certification of any class  
12 for any reason. Defendant does not concede the merits of Plaintiff's contentions regarding the  
13 suitability of the litigation for class certification under the California Code of Civil Procedure, but has  
14 agreed to resolve the litigation through this Settlement in recognition of the expense and risk of  
15 continuing with the litigation and in the belief that the settlement is fair, adequate, and reasonable.  
16 Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if, for  
17 any reason, the Settlement Agreement does not become final, the conditional class certification will  
18 be vacated, Plaintiff and Defendant will retain all rights to support or oppose certification for the  
19 purposes of litigation, and any certification arising from the Court's Final Approval Hearing of this  
20 Settlement may not be used by Plaintiff or Defendant in support of any argument for or against  
21 certification of any class. Plaintiff will not be deemed to have waived, limited or affected in any way  
22 any claims, rights or remedies in the Action, and Defendant will not be deemed to have waived,  
23 limited, or affected in any way any of its claims, rights, remedies, objections or defenses in the Action.  
24 Neither the provisional certification nor, if ultimately approved, the certification of the FCRA Class  
25 to consummate this Settlement shall constitute a determination by the Court that a plaintiff class should  
26 be certified for purposes of trial or for any other purpose in any action. Thus, if any appeal is  
27 successful, the Court's certification of the class for settlement purposes shall be deemed void *nunc pro*  
28 *tunc*.

1 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

2 **TERMS OF SETTLEMENT**

3 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
4 forth herein, the Parties agree, subject to the Court’s approval, as follows:

5 39. Binding Settlement. This Settlement shall bind the Parties and all Class Members,  
6 subject to the terms and conditions hereof and the Court’s approval.

7 40. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the  
8 Gross Settlement Amount that Defendant will pay under this Settlement is the total sum of Six  
9 Hundred Thousand U.S. Dollars (\$600,000.00) for payment of all claims, including all Individual  
10 Settlement Awards to Participating FCRA Class Members, Class Counsel Fees and Costs, Settlement  
11 Administration Costs, and the Class Representative Service Award. No matter the circumstances,  
12 Defendant shall pay no more than the Gross Settlement Amount. Defendant reserves the right to void  
13 any settlement agreement where any court orders payment of an amount in excess of the Gross  
14 Settlement Amount or otherwise enters any order that would or could require Defendant to do so.  
15 Each class member shall be responsible for paying any taxes due on his or her settlement. The Gross  
16 Settlement Amount shall be all-in with no reversion to Defendant.

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

20 42. Payments from the Gross Settlement Amount. Subject to the terms and conditions of  
21 this Agreement, the Settlement Administrator will make the following payments to be deducted from  
22 the Gross Settlement Amount within fourteen (14) days after Defendant provides the Settlement  
23 Administrator with the Gross Settlement Amount as follows:

24 a. Class Representative Service Award. Subject to Court approval, Plaintiff shall  
25 be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00), or  
26 any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the  
27 Action, and her risks undertaken for the payment of costs in the event of loss. Defendant shall not  
28 oppose or object to Plaintiff’s request for a Class Representative Service Award in an amount not to

1 exceed Five Thousand Dollars (\$5,000.00). The Class Representative Service Award shall be paid to  
2 Plaintiff from the Gross Settlement Amount no later than fourteen (14) days after Defendant provides  
3 the Settlement Administrator with the Gross Settlement Amount. The Settlement Administrator shall  
4 issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be  
5 solely and legally responsible to pay any and all applicable taxes on her Class Representative Service  
6 Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual  
7 Settlement Award. The court-approved Class Representative Service Award shall be paid solely from  
8 the Gross Settlement Amount. Any amount requested by Plaintiff for the Class Representative Service  
9 Award and not awarded by the Court shall become part of the Net Settlement Amount and made  
10 available for distribution to Participating FCRA Class Members, with forty percent (40%) to the Five  
11 Year FCRA Subclass and sixty percent (60%) to the Two Year FCRA Subclass.

12           b.     Class Counsel Award. Subject to Court approval, Class Counsel shall be  
13 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross  
14 Settlement Amount, which amounts to Two Hundred Thousand Dollars (\$200,000.00). In addition,  
15 subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated  
16 with Class Counsel's prosecution of the Action, which are properly documented in Class Counsel's  
17 billing statements, in an amount not to exceed Seventeen Thousand Dollars (\$17,000.00). Class  
18 Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form  
19 W-9 in order for the Settlement Administrator to process the Class Counsel Award approved by the  
20 Court. Defendant shall not oppose or object to Plaintiff's request for an award of attorneys' fees or  
21 litigation costs in the amounts referenced above. This is not, and shall not be construed as, a "clear  
22 sailing" provision. In the event the Court awards Class Counsel less than one-third (1/3) of the Gross  
23 Settlement Amount in attorneys' fees and/or less than Seventeen Thousand Dollars (\$17,000.00) in  
24 costs, the difference shall become part of the Net Settlement Amount and made available for  
25 distribution to the Participating FCRA Class Members, with forty percent (40%) to the Five Year  
26 FCRA Subclass and sixty percent (60%) to the Two Year FCRA Subclass. Class Counsel shall be  
27 paid any Court-awarded attorneys' fees and costs no later than fourteen (14) days after Defendant  
28 provides the Settlement Administrator with the Gross Settlement Amount. Class Counsel shall be

1 solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement  
2 Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award. The court-  
3 approved Class Counsel Award shall be paid solely from the Gross Settlement Amount.

4 c. Settlement Administration Costs. The settlement administration fees and  
5 expenses, which are estimated not to exceed Twenty-Nine Thousand Dollars (\$29,000.00), shall be  
6 paid from the Gross Settlement Amount to American Legal Claims Services, or such other  
7 administrator agreed to by the Parties and approved by the Court. Settlement Administration Costs  
8 shall not exceed the reasonable estimate to administer the settlement of the class without court  
9 approval. Court-approved Settlement Administration Costs shall be paid solely from the Gross  
10 Settlement Amount. At least 14 days prior to Plaintiff filing a motion for final approval of this  
11 Settlement and scheduling the Final Approval Hearing, the Settlement Administrator shall provide the  
12 Parties with a declaration detailing services it has rendered with respect to noticing the Class, and costs  
13 incurred and to be incurred in concluding its responsibilities under the terms of this Agreement. The  
14 Parties agree to cooperate in the Administration process and to make all reasonable efforts to control  
15 and minimize Settlement Administration Costs.

16 i. The Parties each represent they do not have any financial interest in the  
17 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
18 could create a conflict of interest.

19 ii. The Settlement Administrator shall keep the Parties timely apprised of  
20 the performance of all Settlement Administrator responsibilities required by the Settlement, and to  
21 provide weekly status reports regarding the mailing of the Notice Packet, returned as undeliverable  
22 Notice Packets, and efforts to locate updated addresses and re-mailing of such Notice Packets. The  
23 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”)  
24 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from  
25 which payments required by the Settlement shall be made.

26 43. Payments from the Net Settlement Amount - Individual Settlement Awards. Subject  
27 to the terms and conditions of this Agreement, Individual Settlement Awards shall be paid by the  
28 Settlement Administrator to the Participating FCRA Class Members from the Net Settlement Amount,

1 forty percent (40%) to be allocated to the Five Year FCRA Subclass and sixty percent (60%) to be  
2 allocated to the Two Year FCRA Subclass, as follows:

3 a. The Five Year FCRA Subclass shall be eligible to receive a pro rata share of  
4 the Net Settlement Amount allocated to the Five Year FCRA Subclass in relation to the aggregate  
5 number of Class Members in the Five Year FCRA Subclass. The pro rata share shall be calculated by  
6 dividing the Net Settlement Amount allocated to the Five Year FCRA Subclass by the number of Class  
7 Members in the Five Year FCRA Subclass.

8 b. The Two Year FCRA Subclass shall be eligible to receive a pro rata share of  
9 the Net Settlement Amount allocated to the Two Year FCRA Subclass in relation to the aggregate  
10 number of Class Members in the Two Year FCRA Subclass. The pro rata share shall be calculated by  
11 dividing the Net Settlement Amount allocated to the Two Year FCRA Subclass by the number of Class  
12 Members in the Two Year FCRA Subclass.

13 c. Individual Settlement Award payments shall be made by check and made  
14 payable to each Participating FCRA Class Member as set forth in this Agreement.

15 d. Individual Settlement Awards to Participating FCRA Class Members shall not  
16 be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to  
17 each Participating FCRA Class Member for the portion of each Individual Settlement Award payment  
18 allocated to FCRA payments to the extent required by law.

19 e. Distribution of Individual Settlement Awards. The Individual Settlement  
20 Awards shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each  
21 Participating FCRA Class Member's last known mailing address within fourteen (14) days after  
22 Defendant provides the Settlement Administrator with the Gross Settlement Amount. Prior to mailing  
23 the Individual Settlement Awards, the Settlement Administrator shall perform another skip-trace on  
24 Notice Packets returned as undelivered to update and correct any known or identifiable address  
25 changes.

26 f. Individual Settlement Award checks shall remain negotiable for one hundred  
27 eighty (180) days from the date of mailing. If an Individual Settlement Award check remains uncashed  
28 after one hundred eighty (180) days from issuance, the Settlement Administrator shall void any such

1 uncashed checks. Thereafter, any uncashed checks shall be distributed to the Employment Rights  
2 Project of Bet Tzedek or to a mutually agreed-upon and Court-approved *cy pres* organization. Any  
3 failure of a FCRA Class Member to deposit a check shall not affect the enforceability of the release of  
4 all claims, as the Parties jointly agree that valid consideration for same is the offer of monetary  
5 consideration by means of the offer of settlement and mailing of settlement checks.

6 g. No Credit Toward Benefit Plans. The Individual Settlement Award payments  
7 made to Participating FCRA Class Members under this Settlement will not be utilized to calculate any  
8 additional benefits under any benefit plan to which any Class Members may be eligible, including but  
9 not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
10 sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this  
11 Settlement Agreement will not affect any rights, contributions, or amounts to which any Class  
12 Members may be entitled under any benefit plans.

13 44. Settlement Administration.

14 a. Class Information. Within fifteen (15) days of entry of the Preliminary  
15 Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for  
16 purposes of mailing the Postcard Notice to FCRA Class Members. The Class Information shall be  
17 considered confidential, shall not be disclosed to anyone other than Defense Counsel and the  
18 Settlement Administrator, and shall be returned to Defense Counsel at the conclusion of the matter  
19 upon request. Specifically, the Settlement Administrator shall not provide the Class Information to  
20 Class Counsel.

21 b. Notice by E-Mail When Available. Within seven (7) business days after  
22 receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall  
23 email copies of the Long-Form Notice (**Exhibit 1B**) to all FCRA Class Members, where email  
24 addresses are available. Should the email addresses not be available or deliverable, the Settlement  
25 Administrator shall send the FCRA Class Members the Postcard Notice (**Exhibit 1A**) via regular First-  
26 Class U.S. Mail. The Postcard Notice shall provide information to permit access to the Long-Form  
27 Notice from the settlement website. For those FCRA Class Members receiving the Postcard Notice,  
28 the Settlement Administrator shall perform a search based on the National Change of Address

1 Database maintained by the United States Postal Service to update and correct any known or  
2 identifiable address changes. The Settlement Administrator shall exercise its best judgment to  
3 determine the current mailing address for each Class Member. The address identified by the  
4 Settlement Administrator as the current mailing address shall be presumed to be the most current  
5 mailing address for each FCRA Class Member. The Parties agree that this procedure for notice  
6 provides the best notice practicable to FCRA Class Members and fully complies with due process.

7 c. Undeliverable Notice. Any Postcard Notice returned to the Settlement  
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator  
10 shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of  
11 automated search, using the name, address and/or Social Security number of the FCRA Class Member  
12 involved, and shall then perform a re-mailing to the FCRA Class Member whose Notice postcard was  
13 returned as non-delivered, assuming another mailing address is identified by the Settlement  
14 Administrator. Class Members who are sent a re-mailed Postcard Notice shall have their Response  
15 Deadline extended by 45 days from any remailing of the Postcard Notice, but in no event later than 30  
16 days after the close of the Response Deadline. If these procedures are followed, notice to FCRA Class  
17 Members shall be deemed to have been fully satisfied, and if the intended recipient of the Postcard  
18 Notice does not receive the Postcard Notice, the intended recipient shall nevertheless remain a FCRA  
19 Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

20 d. Exclusion. The Class Notice shall provide that FCRA Class Members who wish  
21 to exclude themselves from the FCRA Class must submit a written request to be excluded on or before  
22 the Response Deadline. Such request for exclusion must: (1) contain the full name, address, telephone  
23 number, the last four digits of the Social Security number of the person requesting exclusion, and a  
24 statement that they request exclusion from the class and do not wish to participate in the settlement;  
25 (2) be signed personally by the individual that seeks exclusion from the Settlement Class and (3) be  
26 postmarked by the Response Deadline and returned by mail to the Settlement Administrator at the  
27 specified address as directed by the Class Notice. Subject to review by Class Counsel, Defense  
28 Counsel, and the Court, the date of the postmark on the return mailing envelope shall be the exclusive



1 means used by the Settlement Administrator to determine whether a request for exclusion has been  
2 timely submitted. Any FCRA Class Member who timely requests exclusion will not be entitled to  
3 submit objections to the Settlement, will not be entitled to any recovery under the Settlement, and will  
4 not be bound by the Settlement or have any right to object, appeal or comment thereon. All FCRA  
5 Class Members who do not submit a valid and timely request for exclusion on or before the Response  
6 Deadline shall be Participating FCRA Class Members and shall be bound by all terms of the  
7 Settlement, if the Settlement is approved by the Court. No later than fourteen (14) calendar days  
8 before the motion for final approval of the Settlement is filed and scheduled to be heard at the Final  
9 Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with the number  
10 of FCRA Class Members who have timely requested exclusion from the Settlement. At no time shall  
11 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to  
12 submit requests for exclusion from the Settlement.

13 e. Objections. The Postcard Notice shall state that Class Members who wish to  
14 object to the Settlement shall submit to the Court a Notice of Objection, supporting papers and/or  
15 notices of intent to appear at the Final Approval Hearing by the Response Deadline. The Notice of  
16 Objection must (1) clearly identify the case name and number (*Oyero v. Pride Industries*, Case  
17 Number 20CV362399); (2) be submitted to the Court either by mailing to: Clerk of the Court, Superior  
18 Court of Santa Clara County, 191 N. 1<sup>st</sup> Street, San Jose, California 95113, or by filing in person at  
19 the same location; (3) also be mailed to Class Counsel and Defense Counsel; and (4) be filed on or  
20 before 60 days from emailing and mailing of the Class Notice. Settlement Class Members who fail to  
21 timely object in the manner specified herein and in the Class Notice shall be deemed to have waived  
22 any objections to the Settlement. At no time shall any of the Parties, Class Counsel or Defense Counsel  
23 seek to solicit or otherwise encourage or discourage Settlement Class Members from submitting a  
24 Notice of Objection or filing an appeal from the Final Approval Order and Judgment.

25 f. Written Report Prior to Final Approval. At least fourteen (14) calendar days  
26 prior to filing of the Motion for Final Approval, the Settlement Administrator shall provide a written  
27 report or declaration to the Parties describing the process and results of the administration of the  
28 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the

1 Final Approval Hearing. Within seven (7) calendar days following the deadline to submit requests for  
2 exclusion and objections, the Settlement Administrator shall provide the Parties with total costs for  
3 notice and settlement administration.

4 g. Final Report by Settlement Administrator to Court After Disbursement of Gross  
5 Settlement Amount. Unless the Court orders a different deadline, within ten (10) days after final  
6 disbursement of all funds from the Gross Settlement Amount, or at least five (5) business days before  
7 any court-ordered deadline to report to the Court, whichever is earlier, the Settlement Administrator  
8 will provide a declaration providing a final report on the disbursements of all funds from the Gross  
9 Settlement Amount.

10 h. Monitoring and Reviewing Settlement Administration. The Parties have the  
11 right to monitor and review the administration of the Settlement to verify that the monies allocated  
12 under the Settlement are distributed in a correct amount, as provided for in this Agreement.

13 i. Best Efforts. The Parties agree to use their best efforts to carry out the terms of  
14 this Settlement.

15 j. Disputes Regarding Administration of Settlement. Any dispute not resolved by  
16 the Settlement Administrator concerning the administration of the Settlement shall be resolved by the  
17 Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith  
18 and make use of the services of a mediator, if necessary, to resolve the dispute without the necessity  
19 of involving the Court.

20 45. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon  
21 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine  
22 whether to grant final approval of the Settlement, including determining the amounts properly payable  
23 for: (i) Individual Settlement Awards made to the Participating FCRA Class Members; (ii) the Class  
24 Counsel Award; (iii) the Class Representative Service Award; and (iv) Settlement Administration  
25 Costs. Upon approval, the Court shall enter a Final Approval Order and Judgment. Class Counsel  
26 shall provide Defense Counsel with a reasonable opportunity to review, and provide comments on, the  
27 Final Approval Order and Final Judgment of the Settlement at least seven (7) calendar days before the  
28 Motion and supporting papers are filed with the Court.

1           46.    Funding and Allocation of Gross Settlement Amount. Class Members shall not be  
2 required to submit a claim form in order to receive a share of the Net Settlement Amount, and no  
3 portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue.  
4 Defendant shall fund the Gross Settlement Amount within fifteen (15) days after the Effective Date of  
5 the Settlement by wire transfer or as agreed upon with the Settlement Administrator. If this Settlement  
6 is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become  
7 effective for any reason, then no portion of the Gross Settlement Amount shall be paid by Defendant.

8           47.    Release by Plaintiff and Participating FCRA Class Members. Upon entry of Final  
9 Approval Order and Judgment, Plaintiff and all other Participating FCRA Class Members shall be  
10 deemed to have released their respective claims against the Released Parties, which shall be referred  
11 to as Released Claims, as follows:

12           a.    Release of Claims: Upon entry of Final Approval Order and Judgment, the  
13 Participating FCRA Class Members shall release the Released Parties to the fullest extent permitted  
14 by law from all federal, state, and local claims, causes of action, demands, and obligations of any kind  
15 in law or equity, whether known or unknown, suspected or unsuspected, that were either asserted in  
16 the Action or that could reasonably arise from facts alleged in the Action, relating in any way to, or  
17 arising out of, background checks or reports, motor vehicle reports, reference checks, background  
18 investigations and/or consumer reports or investigative consumer reports (collectively, "Reports") of  
19 any kind, including but not limited to claims arising under the Fair Credit Reporting Act, the California  
20 Consumer Credit Reporting Agencies Act, the California Investigative Consumer Reporting Agencies  
21 Act, California Business and Professions Code §§ 17200, *et seq.*, and like federal, state, and local laws,  
22 including but not limited to all statutory, compensatory, actual, and punitive damages; any restitution,  
23 declaratory, injunctive and any other equitable relief; and attorneys' fees and expenses, arising from  
24 or related to Reports ordered through and including the date of final settlement approval.

25           b.    Plaintiff's Release of Claims. Upon entry of the Final Approval Order and  
26 Judgment, Plaintiff shall release the Released Parties to the fullest extent permissible under the law in  
27 exchange for the consideration provided in this settlement, except for such claims that cannot be  
28 released by law. This general release includes all claims released by FCRA Class Members in

1 Section 47(a), and in addition shall release any and all claims, obligations, demands, actions, rights,  
2 causes of action, and liabilities against the Released Parties, of whatever kind and nature, character,  
3 and description whether in law or equity, whether sounding in tort, contract, federal, state, and/or local  
4 law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or  
5 unknown, and whether anticipated or unanticipated, including all unknown claims covered by  
6 California Civil Code § 1542 that could have been or are asserted based on Plaintiff's application for  
7 employment, employment with, and separation from Defendant arising at any time for any type of  
8 relief. This release includes, without limitation, any and all claims based on: (1) any alleged violations  
9 of the Fair Credit Reporting Act, 15 U.S.C. § 1681b *et seq.*, the California Consumer Credit Reporting  
10 Agencies Act, the California Investigative Consumer Reporting Agencies Act, California Business  
11 and Professions Code §§ 17200, *et seq.*, and any other federal, state, or local law governing the  
12 procurement and use of background/credit checks; (2) Title VII of the Civil Rights Act of 1964, as  
13 amended; 42 U.S.C. § 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the  
14 Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.*; the ADA Amendments Act; the  
15 Americans with Disabilities Amendments Act of 2008; the Family Medical Leave Act, 29 U.S.C. §  
16 2601 *et seq.*; the California Family Rights Act; the Equal Pay Act; the Lilly Ledbetter Fair Pay Act;  
17 the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the California  
18 Fair Employment and Housing Act, as amended, Cal. Gov't Code § 12900 *et seq.*; and the California  
19 Constitution; (3) violation of any public policy, contract, tort, or common law claim including, but not  
20 limited to, wrongful discharge, retaliation, harassment, discrimination, breach of contract, promissory  
21 estoppel, false imprisonment, intentional infliction of emotional distress, invasion of privacy, fraud,  
22 duress, fraudulent misrepresentation, negligent misrepresentation, defamation, negligence, assault,  
23 battery, unjust enrichment, money had and received, and violation of public policy; (4) violation of  
24 the California Labor Code, any applicable California Industrial Welfare Commission Wage Order, the  
25 Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*; and any claims under state or  
26 federal law for wage and hour violations including, but not limited to, claims for minimum wages,  
27 straight pay, overtime, overtime premium pay, commissions, bonuses, expense reimbursement, meal  
28 period premium pay, rest period premium pay, inaccurate wage statements, claim for vacation, sick

1 pay, paid time off or other leave; (5) all other known and unknown claims under any federal or state  
2 common law, statutory, or other regulatory provision, now or hereafter recognized; and (6) all claims  
3 for attorneys' fees and costs, to the fullest extent permissible by law (including waiver of any and all  
4 rights and benefits conferred by California Civil Code § 1542.

5 c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As  
6 partial consideration for the Class Representative Service Award, Plaintiff's Released Claims shall  
7 include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff  
8 discovers facts and/or claims in addition to or different from those that they now know or believe to  
9 be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain  
10 released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly  
11 waives and relinquishes all of the provisions and all of their rights and benefits under the provisions  
12 of section 1542 of the California Civil Code, which reads:

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

17 Notwithstanding the foregoing, the Parties acknowledge that on October 13, 2020, Plaintiff  
18 settled a separate individual lawsuit in the California Superior Court for the County of Santa Clara,  
19 entitled *Desire Oyero v. PRIDE Industries, Inc.*, Case No. 20CV362701. The Parties understand that  
20 the Parties have executed a separate settlement agreement in connection with the dismissal of the  
21 individual lawsuit that includes a general release of claims and a waiver of any and all rights and  
22 benefits conferred by Cal. Civ. Code § 1542.

23 d. Class Counsel. Upon entry of Final Approval and Order of Judgment and  
24 except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class  
25 Counsel waive any claim to costs, attorneys' fees, and expenses against Defendant arising from or  
26 related to the Action

27 48. Tax Liability. The Parties make no representations as to the tax treatment or legal effect  
28 of the payments specified herein, and Participating FCRA Class Members are not relying on any

1 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.  
2 Participating FCRA Class Members, Plaintiff, and Class Counsel understand and agree that they shall  
3 be responsible for the payment of all taxes and penalties assessed on the payments specified herein,  
4 and shall hold the Defendant and Defense Counsel free and harmless from and against any claims  
5 resulting from treatment of such payments as non-taxable, including the treatment of such payments  
6 as not subject to withholding or deduction for payroll and employment taxes.

7         49.     Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of  
8 this Agreement, and no written communication or disclosure between or among the Parties, Class  
9 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such  
10 communication or disclosure constitute or be construed or be relied upon as, tax advice within the  
11 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);  
12 (2) Plaintiff and Class Counsel each (a) has relied exclusively upon his, her, or its own, independent  
13 legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not  
14 entered into this Agreement based upon the recommendation of any other party or any attorney or  
15 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any  
16 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the  
17 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that  
18 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether  
19 such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
20 tax structure of any transaction, including any transaction contemplated by this Agreement.

21         50.     No Admission/Denial of Liability. Plaintiff continues to maintain that her claims have  
22 merit notwithstanding this Settlement. Defendant denies all claims alleged in this Action and denies  
23 any liability or wrongdoing of any kind associated with the claims alleged in this matter. Neither this  
24 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, shall be  
25 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part  
26 of Defendant, and none shall be used against Defendant as admissions or indications with respect to  
27 any claim of any fault, concession, or omission by Defendant. The Parties further agree that this  
28 Agreement will not be admissible in this or any other proceeding as evidence that Defendant or the

1 Released Parties are liable to Plaintiff or any Class Member, other than according to the terms of this  
2 Agreement.

3 51. Publicity and Confidentiality.

4 a. Communication by Counsel. Plaintiff's counsel agrees that it will not solicit  
5 Class Members to participate in this Settlement or opt out of this Settlement, and further agrees that it  
6 will not initiate or contact or have any communications with the Class Members during the settlement  
7 approval process. Nothing will prevent Plaintiff's counsel from responding to inquiries from Class  
8 Members. For its part, Defendant agrees that it shall not discourage Class Members from participating  
9 in the Settlement and shall refer any questions to the Settlement Administrator. Plaintiff's counsel is  
10 allowed to post publicly-filed documents on Plaintiff's counsel's website.

11 b. No Media. No public comment, communications to media, or any form of  
12 advertising or public announcement (including social media) regarding the case and/or Settlement  
13 shall be made by Plaintiff or her counsel at any time other than posting publicly-filed documents on  
14 the website of Plaintiff's counsel. In response to any inquiries, the Parties and their respective counsel  
15 shall simply state that the matter has been resolved.

16 c. Confidentiality. Prior to filing of the motion(s) for approval, Class Counsel  
17 shall not discuss the terms of the Settlement or negotiations leading to Settlement with any person  
18 other than the named Plaintiff.

19 d. Certification. Class Counsel will provide signed declarations to Defendant and  
20 the Court under penalty of perjury prior to filing both the motions seeking preliminary and final  
21 settlement approval that the Setareh Law Group does not presently represent any current, former, or  
22 prospective employees of Defendant and that the Setareh Law Group is not soliciting any individuals  
23 for the purpose of pursuing an individual, class, representative, or mass action against Defendant. The  
24 Court will retain jurisdiction to enforce this provision as appropriate.

25 52. Preliminary Approval of Settlement. Plaintiff shall draft and file a motion for  
26 preliminary approval, asking the Court to enter the Preliminary Approval Order (**Exhibit 2**). The  
27 Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for  
28

1 preliminary approval. The Preliminary Approval Order shall provide for, among other things, the  
2 Postcard Notice to be sent to Class Members as specified herein.

3 53. Exhibits and Headings. The terms of this Agreement include the terms set forth in any  
4 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The  
5 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any  
6 paragraphs or sections of this Agreement are inserted for convenience of reference only.

7 54. Interim Stay of Action. The Parties agree to stay, and to request that the Court stay, all  
8 proceedings in the Action, except such proceedings necessary to implement and complete the  
9 Settlement, obtain preliminary and final approval, and enter the Final Order and Judgment. The Parties  
10 shall not serve any discovery, nor be required to respond to any written discovery or deposition notices,  
11 and all objections to any discovery are reserved. Should preliminary or final approval be denied, the  
12 Parties will meet and confer cooperatively to discuss any litigation-related deadlines in this Action.  
13 Discovery shall not commence or resume unless and until either or both Parties move the Court to lift  
14 the stay and the Court enters an order lifting the stay.

15 55. Amendment or Modification. This Agreement may be amended or modified only by a  
16 written instrument signed by the Parties and their respective counsel or their successors-in-interest.

17 56. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
18 agreement between the Parties, and no oral or written representations, warranties, or inducements have  
19 been made to Plaintiff or Defendant concerning this Agreement or its Exhibits other than the  
20 representations, warranties, and covenants contained and memorialized in this Agreement and its  
21 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on  
22 the Parties.

23 57. Authorization to Enter into Settlement Agreement. Class Counsel and Defense  
24 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to  
25 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such  
26 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required  
27 to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense Counsel shall  
28 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In



1 the event the Parties are unable to reach agreement on the form or content of any document needed to  
2 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate  
3 the terms of this Settlement, the Parties may seek the assistance of the Court and/or a mediator to  
4 resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and  
5 warrants that she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
6 warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part  
7 of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and  
8 preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall  
9 not be construed against any of the Parties.

10 58. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
11 to the benefit of, the successors and assigns of the Parties.

12 59. California Law Governs. All terms of this Agreement and the Exhibits hereto shall be  
13 governed by and interpreted according to the laws of the State of California, without giving effect to  
14 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

15 60. No Prior Assignments. The Parties and their counsel represent, covenant and warrant  
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
18 of action, or right herein released and discharged.

19 61. Cooperation and Execution of Necessary Documents. The Parties will cooperate in  
20 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
21 Agreement.

22 62. Counterparts. This Agreement may be executed in one or more counterparts. All  
23 executed counterparts and each of them shall be deemed to be one and the same instrument. Electronic  
24 signatures will not be accepted.

25 63. This Settlement is Fair, Adequate and Reasonable. Plaintiff and Class Counsel  
26 represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and the Parties  
27 have arrived at this Settlement after extensive arm's-length negotiations facilitated by an experienced  
28 and well-regarded mediator, taking into account all relevant factors, present and potential.

1           64.    Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court  
2 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the  
3 terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties,  
4 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,  
5 implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments  
6 entered in connection therewith.

7           65.    Invalidity of Any Provision. Before declaring any term or provision of this Agreement  
8 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the  
9 fullest extent possible consistent with applicable precedents so as to define all provisions of this  
10 Agreement as valid and enforceable.

11          66.    Binding Nature of Notice of Class Action Settlement. It is agreed that because the  
12 Class Members are so numerous, it is impossible or impractical to have each Class Member execute  
13 the Agreement. The Class Notice shall advise all Class Members of the binding nature of the  
14 Settlement and the release of Released Claims, and shall have the same force and effect as if this  
15 Agreement were executed by each Class Member, unless the Class Member timely returns a request  
16 for exclusion from the Settlement.

17          67.    EXECUTION BY PARTIES AND COUNSEL.

18                The Parties and their counsel hereby execute this Agreement.

19                I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO  
20 THE PROVISIONS IT CONTAINS. AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL  
21 UNDERSTANDING OF ITS CONSEQUENCES.

22 Dated: 7-05-2022 2022

  
\_\_\_\_\_  
PLAINTIFF DESIRE OYERO

23  
24  
25 Dated: \_\_\_\_\_, 2022

DEFENDANT PRIDE INDUSTRIES

26 By: \_\_\_\_\_  
27 TINA OLIVEIRA  
28 Its: Chief Human Resources Officer

1           64.    Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court  
2 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the  
3 terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties,  
4 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,  
5 implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments  
6 entered in connection therewith.

7           65.    Invalidity of Any Provision. Before declaring any term or provision of this Agreement  
8 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the  
9 fullest extent possible consistent with applicable precedents so as to define all provisions of this  
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18                   The Parties and their counsel hereby execute this Agreement.


19                   I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO  
20 THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL  
21 UNDERSTANDING OF ITS CONSEQUENCES.

22 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
PLAINTIFF DESIRE OYERO

23  
24  
25 Dated: July 5, 2022

DEFENDANT PRIDE INDUSTRIES

By:   
\_\_\_\_\_  
TINA OLIVEIRA  
Its: Chief Human Resources Officer

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Approved as to form and content:

Dated: July 6, 2022

SHAUN SETAREH  
THOMAS SEGAL  
FARRAH GRANT  
SETAREH LAW GROUP  
Attorneys for Plaintiff and the Class  
DESIRE OYERO

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
ROD M. FLIEGEL  
ALISON S. HIGHTOWER  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
PRIDE INDUSTRIES

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Approved as to form and content:

Dated: July 6, 2022



SHAUN SETAREH  
THOMAS SEGAL  
FARRAH GRANT  
SETAREH LAW GROUP  
Attorneys for Plaintiff and the Class  
DESIRÉ OVERO

Dated: July 7, 2022

  
ROD M. FLIEGEL  
ALISON S. HIGHTOWER  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
PRIDE INDUSTRIES

4871-9335-7671.1 / 066795-1047

# **EXHIBIT 1A**

**If you are a current or former employee or applicant with PRIDE Industries, you may be entitled to a payment from a class action settlement.**

A superior court directed this notice. This is not a solicitation from a lawyer.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO PRIDE INDUSTRIES, THE CLERK OF THE COURT, OR THE JUDGE.**

*Oyero v. PRIDE Industries*  
Class Action Administrator  
P.O. Box \_\_\_\_\_  
City, State Zip Code

**«ScanString»**

Postal Service: Please do not mark barcode

Reference #: «ID\_\_\_\_\_»

Confirmation Code: «Random#»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

The Superior Court granted preliminary approval of this settlement and ordered the litigants to notify all class members. **You have received this Notice because Defendant's records indicate you are a class member. Unless you choose to opt out of the settlement by the procedures described below, you will be mailed a check for your share of the settlement fund.** A class action was filed against Defendant PRIDE Industries alleging Defendant obtained consent from employment applicants for consumer reports without issuing certain compliant notifications required by the Fair Credit Reporting Act (the "FCRA"). Defendant denies these allegations. The parties reached an informal Settlement of \$600,000 (the "Gross Settlement Amount") without any determination of fault by the Court. The Settlement will be paid, after certain court-approved deductions, to employees and certain applicants of PRIDE Industries who authorized a consumer report anytime between and including January 28, 2015 through December 31, 2021, inclusive. You do not need to do anything to participate and receive a settlement payment.

**What will the Settlement fund be used for?** The Gross Settlement Amount will be used to pay, as approved by the court: (1) Settlement Class Members who do not timely exclude themselves; (2) the named Plaintiff for her service in the case; (3) attorneys' fees and expenses; and (4) the settlement expenses for administration of the Settlement. You will receive a payment if the Settlement is approved by the Court, and you do not timely exclude yourself. The Net Settlement Amount will be divided evenly among all such Settlement Class Members as follows: forty percent (40%) to Class Members whose background check reports were authorized between January 28, 2015 through January 27, 2018, inclusive, and sixty percent (60%) to Class Members whose background check reports were authorized from January 28, 2018 through December 31, 2021, inclusive. If you are in both groups, you will receive the higher pro rata share of the Net Settlement Amount. Payments to Class Members will be made only after the Court grants "final approval" to the Settlement and after any appeals are resolved. Please be patient and check the website for updates.

**What are my options?** You may: (1) do nothing and receive a settlement payment and be bound by the terms of the settlement; (2) submit a timely and valid opt-out by **Month XX, 2022**, to exclude yourself from the Settlement; or (3) submit a timely and valid objection by **Month XX, 2022**; however, objecting to the Settlement will **not** exclude you from the Settlement.

**When is the Court's Final Fairness Hearing?** The Court will hold a hearing on **Month XX, 2022**, to decide whether to approve the Settlement, and address requests by Class Counsel for attorneys' fees plus expenses, and for Class Representative Service Award. The hearing may be moved to a different date or time without additional notice, so check [www.OyeroFCRASettlement.com](http://www.OyeroFCRASettlement.com) for updates. You (or your own lawyer, if you have one), may ask to appear and speak at the hearing at your own cost, but you do not have to. **Your legal rights are affected whether or not you act.**

**How can I get more information?** See the Detailed Notice for more information and review other information by visiting [www.OyeroFCRASettlement.com](http://www.OyeroFCRASettlement.com). You can also call 1-8\*\*-\*\*\*-\*\*\*\* to hear more about the Settlement.



# **EXHIBIT 1B**

## **NOTICE OF CLASS ACTION SETTLEMENT**

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

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

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

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

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

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

**BASIC INFORMATION**

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

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

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

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

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

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

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

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

**WHO IS IN THE SETTLEMENT?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Checks for the amount of each Class Member's individual settlement payment will be distributed if and when the Settlement receives final approval from the Court. Settlement checks will be sent to the address listed on this Notice. If you move after receiving this Notice, fill out the change of address section on this Notice or prepare a letter with your new address and mail the Individual Notice or letter to American Legal Claims Services, [INSERT ADDRESS OF SETTLEMENT ADMINISTRATOR and [www.OyeroFCRASettlement.com](http://www.OyeroFCRASettlement.com)]. You can also call the Settlement Administrator at (800) --- ----- and advise them of your new address.

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

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

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

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

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

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

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

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

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

You may object to the proposed Settlement in writing. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Oyero v. Pride Industries*, Case Number 20CV362399); (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of Santa Clara County, 191 N. 1<sup>st</sup> Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified in response to question 15 below, and (d) be filed or postmarked on or before [INSERT DEADLINE-60 days from notice], 2022.

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

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

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

**Class Counsel:**

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

**Defendant's Attorney:**

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

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

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

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

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

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

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

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

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

*19. What if I do nothing?*

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



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

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

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

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

**FINAL APPROVAL OF SETTLEMENT**

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

The Final Approval Hearing on the fairness, reasonableness, and adequacy of the Settlement will be held on [INSERT DATE], 2022 at 1:30 p.m. at Department 3, Superior Court of the County of Santa Clara, 191 North First Street, San Jose, California 95113. The hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend. If you wish to do so, please note that special procedures may apply (see paragraph 16).**

**MORE INFORMATION**

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

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

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

# **EXHIBIT 2**

1 Shaun Setareh (SBN 204514)  
2 shaun@setarehlaw.com  
3 Thomas Segal (SBN 222791)  
4 thomas@setarehlaw.com  
5 **SETAREH LAW GROUP**  
6 9665 Wilshire Blvd., Ste. 430  
7 Beverly Hills, California 90212  
8 Tel: (310) 888-7771  
9 Fax: (310) 888-0109

10 Attorneys for Plaintiff,  
11 DENISE OYERO

12 SUPERIOR COURT OF CALIFORNIA  
13 COUNTY OF SANTA CLARA

14 DESIRE OYERO, on behalf of herself, all  
15 others similarly situated,  
16 Plaintiff,  
17 v.  
18 PRIDE INDUSTRIES, a California  
19 corporation; and DOES 1 through 50,  
20 inclusive,  
21 Defendants.

Case No. 20CV362399

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

1 On January 28, 2020, Plaintiff DENISE OYERO (“Plaintiff”) filed a FCRA class action against  
2 Defendant PRIDE INDUSTRIES (“Defendant”) in the Superior Court of California, County of Santa  
3 Clara entitled, *Denise Oyero, on behalf of herself, all others similarly situated v. Pride Industries, a*  
4 *California corporation; and Does 1 through 50, inclusive*, Case No. 20CV362399 (the “Action”)  
5 asserting a single claim for failure to make proper disclosures in violation of the Fair Credit Reporting  
6 Act (FCRA), 15 U.S.C. § 1681b(b)(2)(A). On \_\_\_\_\_, 2022, Plaintiff filed a Motion for Preliminary  
7 Approval of Class Action Settlement, including a declaration of Plaintiff’s counsel and the executed  
8 Stipulation of Class Action Settlement (“Stipulation” or “Settlement”) with exhibits.

9 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto,

10 **IT IS HEREBY ORDERED:**

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

14 2. The Court conditionally certifies and approves, for settlement purposes only, a “FCRA  
15 Class” defined as follows: All applicants for employment with Defendant in the United States for  
16 whom Defendant procured a background check report from January 28, 2015 through December 31,  
17 2021, inclusive. The Court conditionally certifies and approves, for settlement purposes only, a “Five  
18 Year FCRA Subclass” and a “Two Year FCRA Subclass.” The “Five Year FCRA Subclass” means  
19 those FCRA Class Members for whom Defendant procured a background check report from January  
20 28, 2015 through January 27, 2018, inclusive. The “Two Year FCRA Subclass” consists of those  
21 FCRA Class Members for whom Defendant procured a background check report from January 28,  
22 2018 through December 31, 2021, inclusive. Individuals falling within the definition of the FCRA  
23 Class will be referred to as “FCRA Class Members.”

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

1           4.       The Class Representative shall be Plaintiff Denise Oyero.

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

14           6.       The Court confirms American Legal Claims Services as the Settlement Administrator  
15 and preliminarily approves that settlement administration costs shall be paid from the Gross Settlement  
16 Amount (as that term is defined in the Settlement). The cost of administration includes all tasks  
17 required of the Settlement Administrator by this Agreement, including the issuance of the Notice of  
18 Class Action Settlement and other documents as explained in the Joint Stipulation. American Legal  
19 Claims Services is directed to perform all other responsibilities set forth for the Settlement  
20 Administrator as set forth in the Stipulation.

21           7.       A Final Approval Hearing (the “Hearing”) shall be held on \_\_\_\_\_, 2022 at  
22 \_\_\_\_\_m. before the Honorable Patricia M. Lucas in Department 3 of the Superior Court. The  
23 purpose of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved  
24 by the Court as fair, reasonable, and adequate; (b) determine the reasonableness of Class Counsel’s  
25 request for attorneys’ fees and costs; (c) determine the reasonableness of the Service Award  
26 requested for Plaintiff; and (d) order entry of Judgment in the Action, which shall constitute a complete  
27 release and bar with respect to the Released Claims described in Paragraph 13, below.

28       ///

1           8.       The Court hereby approves, as to form and content, the Postcard Class Notice and Long  
2 Form Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit 1A and 1B**. The Court  
3 finds that the emailing and distribution of the Postcard Notice and Long Form Notice in the manner  
4 set forth in Paragraph 9 of this Order meets the requirements of due process and are the best notice  
5 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled  
6 thereto.

7           9.       The Court directs the e-mailing of the Court approved Long Form Notice (Ex. 1B to  
8 the Settlement Agreement) to all FCRA Class Members, where email addresses are available. Should  
9 the email addresses not be available or deliverable, the Settlement Administrator shall send the FCRA  
10 Class Members the Postcard Notice (**Exhibit 1A**) via First-Class U.S. Mail to the Class Members in  
11 accordance with the schedule and procedures set forth in the Stipulation. The Postcard Notice shall  
12 provide information to permit access to the Long-Form Notice from the settlement website. The Court  
13 finds that the dates and procedure selected for the mailing of the Postcard Class Notice and posting of  
14 the long-form Class Notice on the settlement website meet the requirements of due process, provide  
15 the best notice practicable under the circumstances, and constitute due and sufficient notice to all  
16 persons entitled to notice.

17           A.       Defendants will provide to the Settlement Administrator the Class Information,  
18 within fifteen (15) days after the entry of this Order; and

19           B.       The Settlement Administrator shall email the Long Form Class Notice (Ex. 1A  
20 to the Settlement Agreement) and mail the Postcard Notice within ten (10) business  
21 days after receipt of the Class Information. The Settlement Administrator’s duties will  
22 include: establishing a URL to a website, maintained by the Settlement Administrator  
23 that has links to the Postcard Class Notice (Ex. 1A to the Settlement Agreement), the  
24 long-form Class Notice (Ex. 1B to the Settlement Agreement), and the most important  
25 documents in the case; preparing, printing, and mailing the Postcard Class Notice to  
26 Class Members; receiving and reviewing requests for exclusion, if any, submitted by  
27 Class Members; calculating Individual Settlement Payments; providing weekly status  
28 reports to Defense and Class Counsel; providing a due diligence declaration for

1 submission to the Court prior to the Final Approval Hearing; mailing Individual  
2 Settlement Payments to Class Members; paying the Service Award, Class Counsel Fees  
3 Award, and Class Counsel Costs Award; establishing a Qualified Settlement Fund, as  
4 defined by the Internal Revenue Code; printing and providing Class Members, Plaintiff,  
5 and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement  
6 and applicable law; providing a due diligence declaration for submission to the Court  
7 upon the completion of the Settlement; providing Defense Counsel with an accounting  
8 of all checks issued and cashed, transmitting funds to the approved *cy pres* beneficiary;  
9 and for such other tasks as the Parties mutually agree or the Court orders. The  
10 Settlement Administrator shall keep the Parties timely apprised of the performance of  
11 all Settlement Administrator responsibilities. Any legally mandated tax reports, tax  
12 forms, tax filings, or other tax documents required by administration of this Settlement  
13 Agreement shall be prepared by the Settlement Administrator. Any expenses incurred  
14 in connection with such preparation shall be a Settlement Administration Cost.

15 10. FCRA Class Members may request exclusion from the Settlement by submitting a  
16 timely written request to be excluded from the Class as set forth in the Stipulation. In order to be  
17 valid, the Request for Exclusion letter must be postmarked and sent to the Settlement Administrator  
18 within sixty (60) calendar days after the Settlement Administrator mails the Class Notice and Claim  
19 Form to Class Members. Any FCRA Class Member who submits a valid and timely Request for  
20 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the  
21 Settlement or have any right to object, appeal or comment thereon. FCRA Class Members who fail to  
22 submit valid and timely Requests for Exclusion shall be bound by all terms of the Settlement and any  
23 Final Judgment.

24 11. FCRA Class Members who do not request exclusion may object to the Settlement  
25 and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not  
26 be approved, why Judgment in the Action should not be entered, and to present any opposition to the  
27 application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed  
28 Settlement, the FCRA Class Member may file with the Superior Court, 191 North First Street, San

1 Jose, California, 95113, a Notice of Objection and copies of any papers in support of his or her position  
2 pursuant to the terms of the Stipulation within sixty (60) calendar days after the Settlement  
3 Administrator mails the Notice of Settlement to FCRA Class Members.

4 Any FCRA Class Member who does not make his or her objection in the manner provided for  
5 herein shall be deemed to have waived such objection and shall forever be foreclosed from making  
6 any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation  
7 or to the award of attorneys' fees and costs and expenses to Class Counsel unless otherwise ordered  
8 by the Court.

9 12. The Court hereby preliminarily approves the definition and disposition of the Gross  
10 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal  
11 to Six Hundred Thousand Dollars (\$600,000.00) which is inclusive of the payment of attorneys' fees  
12 to Class Counsel not to exceed Two Hundred Thousand Dollars (\$200,000.00); Class Counsel's costs  
13 not to exceed Seventeen Thousand Dollars (\$17,000); the Settlement Administration Costs not to  
14 exceed Twenty-Nine Thousand Dollars (\$29,000.00); the Net Settlement Amount to be distributed to  
15 FCRA Class Members who do not exclude themselves from the Settlement; and the Class  
16 Representative Service Award to Plaintiff in the amount of Five Thousand Dollars (\$5,000). The Court  
17 preliminarily approves the above distribution of the Gross Settlement Amount, all subject to the  
18 Court's Final Approval of the Settlement.

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

22 Release of Claims: FCRA Class. Upon entry of Final Approval Order and Judgment, the  
23 Participating FCRA Class Members shall release the Released Parties, as defined in the Stipulation  
24 and below, to the fullest extent permitted by law from all federal, state, and local claims, causes of  
25 action, demands, and obligations of any kind in law or equity, whether known or unknown, suspected  
26 or unsuspected, that were either asserted in the Action or that could reasonably arise from facts alleged  
27 in the Action, relating in any way to, or arising out of, background checks or reports, motor vehicle  
28 reports, reference checks, background investigations and/or consumer reports or investigative



1 consumer reports (collectively, “Reports”) of any kind, including but not limited to claims arising  
2 under the Fair Credit Reporting Act, the California Consumer Credit Reporting Agencies Act, the  
3 California Investigative Consumer Reporting Agencies Act, California Business and Professions Code  
4 Section 17200, *et seq.*, and like federal, state and local laws, including but not limited to all statutory,  
5 compensatory, actual and punitive damages; any restitution, declaratory, injunctive and any equitable  
6 relief; and attorneys’ fees and expenses, arising from or related to Reports ordered through and  
7 including the date of the final settlement approval.

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

15 14. In addition to the releases made by the Class Members described in Paragraph 13, upon  
16 entry of Judgment by the Court in accordance with the Stipulation, Plaintiff will for herself only, as of  
17 the Effective Date, as defined in the Settlement, release all Claims, known or unknown, against the  
18 Released Parties in exchange for the consideration provided in this Settlement, as set forth in more  
19 detail in Paragraph 47b of the Stipulation. The Complete and General Release includes any unknown  
20 Claims that Plaintiff does not know or suspect to exist in her favor at the time of executing the release  
21 and that, if known by him or her, would have materially affected her decision not to object to the  
22 Settlement or the Complete and General Release. With respect to the Complete and General Release  
23 described herein, Plaintiff will expressly waive all rights under Section 1542 of the California Civil  
24 Code, as set forth in more detail in Paragraph 47c of the Stipulation.

25 15. All papers in support of the Settlement and any application for reimbursement of  
26 attorneys’ fees and expenses, including any expenses associated with or incurred to the Settlement  
27 Administrator, shall be filed by \_\_\_\_\_, 2022.  
28

1           16.     The Court reserves the right to adjourn the date of the Hearing without further notice  
2 to the FCRA Class Members, and retains jurisdiction to consider all further applications arising out of  
3 or connected with the proposed Stipulation.

4           18.     All further proceedings in this Action shall be stayed except such proceedings  
5 necessary to review, approve, and implement this Settlement.

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

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

20           **IT IS SO ORDERED.**

21  
22           Dated: \_\_\_\_\_

\_\_\_\_\_   
The Honorable Patricia M. Lucas  
Judge of the Superior Court

# **EXHIBIT 3**

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10 Attorneys for Plaintiff,  
11 DENISE OYERO

12 SUPERIOR COURT OF CALIFORNIA  
13 COUNTY OF SANTA CLARA

14 DESIRE OYERO, on behalf of herself,  
15 all others similarly situated,

16 Plaintiff,

17 v.

18 PRIDE INDUSTRIES, a California  
19 corporation; and DOES 1 through 50,  
20 inclusive,

21 Defendants.

Case No. 20CV362399

**[PROPOSED] ORDER AND JUDGMENT  
OF FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

1           BEFORE THE COURT is the Motion for Final Approval of Class Settlement submitted  
2 by Plaintiff Denise Oyero (“Plaintiff” or “Class Representative”), individually, and on behalf of all  
3 FCRA Class Members pursuant to California Code of Civil Procedure section 382 and California Rule  
4 of Court 3.769. A Final Fairness Hearing was held on \_\_\_\_\_, 2022. The Court,  
5 having considered the Motion, the submissions of the Parties relating to the proposed settlement, any  
6 objections, the arguments of counsel at the Final Fairness Hearing, as well as the pleadings and papers  
7 on file herein, is of the opinion that such Motion should be granted.

8           The Court previously found that the proposed settlement is fair and the Court continues  
9 to make that finding for purposes of final approval.

10           Accordingly, it is further ORDERED, ADJUDGED and DECREED as follows, and  
11 the Court makes the findings set forth below:

12           1.     Settlement Agreement. The “Stipulation of Class Action Settlement”  
13 (“Agreement”) that was submitted with the Plaintiff’s Motion for Preliminary Approval of Class  
14 Settlement, Conditional Certification of Settlement Class, and Approval of Proposed Notice to  
15 Settlement Class (“Motion for Preliminary Approval of Class Settlement”); the Exhibits to the  
16 Agreement; and the definitions of words and terms contained in the Agreement are incorporated in  
17 this Judgment and Order.

18           2.     Preliminary Approval Order. On \_\_\_\_\_, 2022, the Honorable  
19 Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Settlement,  
20 Conditional Certification of Settlement Class, and Approval of Proposed Notice to Settlement Class  
21 (“Preliminary Approval Order”). The Agreement was preliminarily approved pending the Final  
22 Fairness Hearing. The Court also (a) conditionally certified the FCRA Class for settlement purposes;  
23 (b) approved the form of and method of distribution of the Settlement Notice to the FCRA Class; (c)  
24 appointed Denise Oyero as Class Representative for the FCRA Class; (d) appointed Shaun Setareh  
25 and Thomas Segal of the Setareh Law Group as Class Counsel for the FCRA Class; and (e) appointed  
26 American Legal Claims Services as the Settlement Administrator. The terms of and findings made in  
27 the Preliminary Approval Order are adopted and incorporated into this Order.

1           3.     Final Class Certification for Settlement Purposes. The Court finally certifies,  
2 for settlement purposes only, the following class, to be known as the “FCRA Class,” which consists  
3 of two subclasses as defined in the Agreement: the “Five Year FCRA Subclass” and the “Two Year  
4 FCRA Subclass:”

5           “Five Year FCRA Sub-Class” means:

6           All applicants for employment with Defendant in the United States for whom  
7 Defendant procured a background check report for employment purposes from January  
8 28, 2015 to and including January 27, 2018, inclusive.

9           “Two Year FCRA Subclass” means:

10          All applicants for employment with Defendant in the United States for whom  
11 Defendant procured a background check report for employment purposes from  
12 January 28, 2018 through December 31, 2021, inclusive.

13          4.     Prerequisites for Class Action. Solely for the purposes of settlement, the Court  
14 finds that the prerequisites for a class action are satisfied for the following reasons:

- 15           (a)    The FCRA Class appears so numerous that joinder of all members is  
16 impracticable. The FCRA Class consists of approximately 9,080 members;
- 17           (b)    There appear to be questions of law or fact common to the FCRA Class for  
18 purposes of determining whether the settlement should be approved;
- 19           (c)    The Class Representative’s claims for the alleged violations of the disclosure  
20 provisions of the Fair Credit Reporting Act appear to be typical of the claims  
21 of the FCRA Class; and
- 22           (d)    The Class Representative and Class Counsel appear to be capable of fairly and  
23 adequately protecting the interests of the FCRA Class Members in connection  
24 with the proposed settlement.

25          5.     Notice of Class Action Settlement to the FCRA Class. Pursuant to the  
26 Preliminary Approval Order and the Agreement, the long-form Class Notice was emailed to all Class  
27 Members for whom Defendant had working viable email addresses; the Postcard Notice was mailed to  
28 all Class Members for whom there was no viable or workable email address. The long-form Class Notice  
was available to all Class Members on the website established by the Settlement Administrator. The  
Court finds that the form, content, and method for notifying the FCRA Class comply with the Preliminary  
Approval Order, meet the requirements of California Rule of Court, Rules 3.766 and 3.769 and all due  
process requirements; constituted notice that was reasonably calculated to apprise FCRA Class

1 Members of the pendency of the Action, the terms of the settlement and their rights under the  
2 settlement, including, but not limited to, their right to object to or exclude themselves from the  
3 proposed settlement and to appear at the Final Fairness Hearing; is the best notice practicable under the  
4 circumstances and constitutes due and sufficient notice to all persons entitled to notice. The Court further  
5 finds that the Settlement Administrator has complied with the Preliminary Approval Order and with the  
6 requirements of and procedures under the Agreement for distribution of the Settlement Notice to the  
7 FCRA Class.

8           6.     Exclusions. FCRA Class Members were notified in the Postcard Class Notice  
9 and the long form Class Notice of this class action settlement and of their opportunity to request to be  
10 excluded from, or to opt out of, the FCRA Class. [INSERT NUMBER] individuals submitted timely  
11 written exclusion/opt-out statements to the Settlement Administrator.

12           7.     Objections to Settlement. FCRA Class Members were also notified in the  
13 Postcard Class Notice and the long form Class Notice of their opportunity to object to the settlement by  
14 filing written objections with the Court. \_\_\_\_ FCRA Class Members objected. [INSERT DETAILS ON  
15 OBJECTORS, IF ANY, AND COURT RULINGS].

16           8.     Final Approval of Settlement and Agreement. The Court finally approves the  
17 proposed Settlement and the Agreement submitted with the Plaintiff's Motion for Preliminary Approval  
18 of Class Settlement. The Court finds that settlement on the terms set forth in the Agreement is fair,  
19 reasonable, and adequate and that such settlement is, in all respects, in the best interests of the FCRA  
20 Class. Factors considered to assess the fairness, reasonableness, and adequacy of a class action settlement  
21 warrant final approval of the Settlement and Agreement. The Court further finds that the Settlement set  
22 forth in the Agreement resulted from arm's length negotiations. The Parties are ordered to consummate  
23 the Agreement in accordance with the terms and provisions of the Agreement.

24           9.     Payment to FCRA Class. In accordance with the Agreement, the Settlement  
25 Administrator shall cause payment to be issued to FCRA Class Members who did not submit timely  
26 and valid requests for exclusion pursuant to the terms for calculating settlement payments as set forth  
27 in the Agreement. The Settlement Administrator shall mail settlement checks to FCRA Class  
28

1 Members at their last known addresses via first class United States mail within fourteen (14) calendar  
2 days of Defendant remitting the funds as set forth in Paragraph 46 of the Agreement.

3 10. Service Award to Plaintiff. Plaintiff has applied for a service payment as Class  
4 Representative in the amount of \$5,000.00 (the “Class Representative Service Award”). Plaintiff’s  
5 request for the Class Representative Service Award in the amount of \$\_\_\_\_\_ is granted. In accordance  
6 with the Agreement, the Settlement Administrator shall make this Class Representative Service Award  
7 payment to Plaintiff, to be delivered to Class Counsel, in accordance with the Agreement.

8 11. Attorneys’ Fees to Class Counsel. Class Counsel has applied for an award of  
9 attorneys’ fees and costs incurred in this Action in the amount of \$\_\_\_\_\_. The court has an  
10 independent right and responsibility to review the requested attorneys’ fees and only award so much as it  
11 determines reasonable. Plaintiff’s counsel seeks attorneys’ fees of \$200,000 (1/3 of the total settlement  
12 fund). Plaintiff’s counsel provides evidence demonstrating a lodestar of \$\_\_\_\_\_. Attorneys’ fees  
13 in the amount of \$\_\_\_\_\_ are justified and approved.

14 12. Plaintiff’s Counsel also requests costs in the amount of \$17,000.00 Costs in the  
15 amount of \$\_\_\_\_\_ are justified and approved.

16 13. Settlement Administration Costs. The settlement administration costs of  
17 \$\_\_\_\_\_ also are approved.

18 14. Accordingly, the motion for final approval of the class action settlement is  
19 GRANTED.

20 15. Release of Claims by Plaintiff. By the Agreement, the General Release of All  
21 Claims, this Final Approval Order, and the Final Judgment, Plaintiff has forever released, waived,  
22 acquitted, and forever discharged Defendant and all their divisions, affiliated companies, parent  
23 companies, holding companies, shareholders, officers, directors, employees, agents, attorneys, insurers,  
24 investors, successors and assigns, owners, officials, branches, partners, units, assigns, limited liability  
25 companies or other organizations, members, managers, principals, heirs, representatives, accountants,  
26 auditors, consultants, reinsurers, predecessors in interest, beneficiaries, executors, members, privies,  
27 administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with  
28 Defendant (collectively, “Released Parties”) from any all claims released by the FCRA Class Members,



1 and in addition, any and all claims, obligations, demands, actions, rights, causes of action, and  
2 liabilities against the Released Parties, of whatever kind and nature, character, and description,  
3 whether in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute,  
4 ordinance, regulation, common law, or other source of law or contract, whether known or unknown,  
5 and whether anticipated or unanticipated, including all unknown claims covered by California Civil  
6 Code § 1542 that could have been or are asserted based on Plaintiff's application for employment,  
7 employment with, and separation from Defendant arising at any time for any type of relief, including,  
8 without limitation, claims based on: (1) any alleged violations of the Fair Credit Reporting Act, 15  
9 U.S.C. § 1681b *et seq.*, the California Consumer Credit Reporting Agencies Act, the California  
10 Investigative Consumer Reporting Agencies Act, California Business and Professions Code §§ 17200,  
11 *et seq.*, and any other federal, state, or local law governing the procurement and use of  
12 background/credit checks; (2) Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. §  
13 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the Americans with  
14 Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.*; the ADA Amendments Act; the Americans with  
15 Disabilities Amendments Act of 2008; the Family Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the  
16 California Family Rights Act; the Equal Pay Act; the Lilly Ledbetter Fair Pay Act; the Employee  
17 Retirement Income Security Act; the Occupational Safety and Health Act; the California Fair  
18 Employment and Housing Act, as amended, Cal. Gov't Code § 12900 *et seq.*; and the California  
19 Constitution; (3) violation of any public policy, contract, tort, or common law claim including, but not  
20 limited to, wrongful discharge, retaliation, harassment, discrimination, breach of contract, promissory  
21 estoppel, false imprisonment, intentional infliction of emotional distress, invasion of privacy, fraud,  
22 duress, fraudulent misrepresentation, negligent misrepresentation, defamation, negligence, assault,  
23 battery, unjust enrichment, money had and received, and violation of public policy; (4) violation of  
24 the California Labor Code, any applicable California Industrial Welfare Commission Wage Order, the  
25 Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.*; and any claims under state  
26 or federal law for wage and hour violations including, but not limited to, claims for minimum wages,  
27 straight pay, overtime, overtime premium pay, commissions, bonuses, expense reimbursement, meal  
28 period premium pay, rest period premium pay, inaccurate wage statements, claim for vacation, sick

1 pay, paid time off or other leave; (5) all other known and unknown claims under any federal or state  
2 common law, statutory, or other regulatory provision, now or hereafter recognized; and (6) all claims  
3 for attorneys' fees and costs, to the fullest extent permissible by law (including waiver of any and all  
4 rights and benefits conferred by California Civil Code § 1542.

5           16.    Release of Claims by FCRA Class Members. By the Agreement, this Final  
6 Approval Order, and the Final Judgment, the FCRA Class Members who do not submit a timely and  
7 valid opt-out form shall release the Released Parties to the fullest extent permitted by law from all  
8 federal, state, and local claims, causes of action, demands, and obligations of any kind in law or equity,  
9 whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that  
10 could reasonably arise from facts alleged in the Action, relating in any way to, or arising out of,  
11 background checks or reports, motor vehicle reports, reference checks, background investigations  
12 and/or consumer reports or investigative consumer reports of any kind (collectively, "Reports"),  
13 including but not limited to claims arising under the Fair Credit Reporting Act, the California  
14 Consumer Credit Reporting Agencies Act, the California Investigative Consumer Reporting Agencies  
15 Act, California Business and Professions Code §§ 17200 *et seq.*, and like federal, state, and local laws,  
16 including but not limited to all statutory, compensatory, actual and punitive damages; any restitution,  
17 declaratory, injunctive and any equitable relief; and attorneys' fees and expenses, arising from or  
18 related to Reports ordered through and including the date of final settlement approval.

19           17.    Binding Effect of Agreement, Order, and Judgment. The Agreement and this  
20 Judgment and Final Approval Order are binding on Plaintiff and on all FCRA Class Members who have  
21 not submitted a timely and valid written notice of intent to opt-out of the settlement, and their respective  
22 heirs, administrators, executors, representatives, trustees, successors, and assigns, and shall inure to the  
23 benefit of Defendant and the other Released Parties, as well as to their respective heirs, administrators,  
24 representatives, trustees, successors, and assigns.

25           18.    Jurisdiction. Without affecting the finality of the Final Judgment in any way,  
26 pursuant to California Rule of Court 3.769, subdivision(h), the Court retains jurisdiction over the parties  
27 to enforce the terms of the Settlement Agreement and the final Order and Judgment.

1 19. Judgment is hereby entered whereby Plaintiff and all FCRA Class Members shall  
2 take nothing from Defendant except as expressly set forth in the Agreement or this Judgment and Final  
3 Approval Order.

4 20. A Compliance Hearing is set for \_\_\_\_\_, 2022, at 2:30 p.m. in Department  
5 3 of this Court. At least ten court days before the hearing, Class Counsel and the settlement  
6 administrator shall submit a summary accounting of the net settlement fund identifying distributions  
7 made as ordered herein, the number and value of any uncashed checks, amounts remitted to Defendant,  
8 the status of any unresolved issues, and any other matters appropriate to bring to the court's attention.  
9 Counsel may appear at the compliance hearing remotely.

10 **JUDGMENT SHALL BE AND HEREBY IS ENTERED.**

11 Dated: \_\_\_\_\_, 2022

12  
13 \_\_\_\_\_  
14 The Honorable Patricia M. Lucas  
15 Judge of the Superior Court  
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