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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 ULISES GONZALEZ, on behalf of
11 himself, and all others similarly situated,
12 *Plaintiff,*

13 vs.

14 CAREER STRATEGIES, INC., a Virginia
15 corporation; CAREER STRATEGIES
16 TEMPORARY, INC., a California
17 corporation; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*
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Case No. 21STCV25613

Assigned for all purposes to the
Hon. David S. Cunningham, Dept. SS-11

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

FILED
Superior Court of California
County of Los Angeles
03/21/2023

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

1 **~~[PROPOSED]~~ ORDER**

2 On July 13, 2021, Plaintiff ULISES GONZALEZ (“Plaintiff”), filed a FCRA class action
3 against Defendant CAREER STRATEGIES, INC. and CAREER STRATEGIES TEMPORARY,
4 INC. (“Defendants”) in the Superior Court of California, County of Los Angeles entitled, *Gonzalez,*
5 *on behalf of herself, all others similarly situated v. Career Strategies, Inc., et al.*, Case No.
6 21STCV25613 (the “Action”) asserting a single claim for failure to make proper disclosures in
7 violation of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2)(A). On December 19,
8 2022, Plaintiff filed Supplemental Briefing in support of the Motion for Preliminary Approval of
9 Second Amended Class Action Settlement, including a declaration of Plaintiff’s counsel and the
10 executed Second Amended Stipulation of Class Action Settlement (“Stipulation” or “Settlement”)
11 with exhibits.

12 Per court’s request, Plaintiff further supplemented the briefing on February 21, 2023. Plaintiff
13 filed further supplemented the briefing on February 21, 2023. Plaintiff filed Further Supplemental
14 Briefing In Support Of Motion For Preliminary Approval Of Second Amended Class Action
15 Settlement And Certification Of Settlement Class, including declarations from Plaintiff’s counsel,
16 Defendant and Defendant’s counsel. The draft and the final executed Second Amended Stipulation of
17 Class Action Settlement, with exhibits, were also included in the filing.

18 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, **IT IS**
19 **HEREBY ORDERED:**

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

23 2. The Court conditionally certifies and approves, for settlement purposes only, a “FCRA
24 Class” defined as follows: all persons on whom Defendants obtained a consumer report for employment
25 purposes between April 27, 2016 and May 13, 2021 (“Class Members.”)

26 3. Shaun Setareh and David Keledjian of Setareh Law Group (“Class Counsel”) shall
27 represent the Class for purposes of the Settlement in this Action. Any Class Member may enter an
28 appearance in the Action, at their own expense, either individually or through counsel of their own

choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

4. The Class Representative shall be Plaintiff, Ulises Gonzalez.

5. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Stipulation attached to the Supplemental Declaration of David Keledjian as **Exhibit 1**. The Court finds that the Settlement appears to be within the range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that the Settlement terms are fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive and costly investigation and research has been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It appears that the Settlement has been reached as a result of intensive, arms-length negotiations utilizing an experienced third party neutral.

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

7. A Final Approval Hearing (the "Hearing") shall be held on July 25, 2023, at 9:00A.M. before the Honorable David S. Cunningham in Department SS-11 of the above-referenced Court. The purpose of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved by the Court as fair, reasonable, and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs; (c) determine the reasonableness of the Service Award requested for

1 Plaintiff; and (d) Order entry of Judgment in the Action, which shall constitute a complete release and
2 bar with respect the Released Claims described in Paragraph 13, below. Plaintiff will file its Motion
3 for Final Approval no later than on July 1, 2023.

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

11 9. The Court directs the mailing of the Court-approved Postcard Notice via First Class
12 U.S. Mail to the Class Members in accordance with the schedule and procedures set forth in the
13 Stipulation. The Court finds that the dates and procedure selected for the mailing of the Class Notice
14 meet the requirements of due process, provide the best notice practicable under the circumstances, and
15 constitute due and sufficient notice to all persons entitled to notice.

16 A. Defendants will provide to the Settlement Administrator the Class Information,
17 within thirty (30) days after the entry of this Order; and

18 B. The Settlement Administrator shall e-mail the Class Notice to class members
19 on or before April 30, 2023, in accordance with the Agreement. The Settlement
20 Administrator’s duties will include preparing, printing, and e-mailing, and if necessary,
21 mailing the Notice of Settlement to Class Members; receiving and reviewing notices of
22 objection and requests for exclusion, if any, submitted by Class Members; calculating
23 Individual Settlement Payments; providing weekly status reports to Defense and Class
24 Counsel; providing a due diligence declaration for submission to the Court prior to the
25 Final Approval Hearing; mailing Individual Settlement Payments to Class Members;
26 paying the Service Award, Class Counsel Fees Award, and Class Counsel Costs
27 Award; establishing a Qualified Settlement Fund, as defined by the Internal Revenue
28 Code; printing and providing Class Members, Plaintiff, and Class Counsel with IRS

Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing Defense Counsel with an accounting of all checks issued and cashed, and for such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be a Settlement Administration Cost.

10. Class Members may request exclusion from the Settlement by submitting a timely written request to be excluded from the Class as set forth in the Stipulation. In order to be valid, the Request for Exclusion letter must be postmarked and sent to the Settlement Administrator within forty-five (45) calendar days after the Settlement Administrator mails the Class Notice and Claim Form to Class Members. Any Class Member who submits a valid and timely Request for Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit valid and timely Requests for Exclusion shall be bound by all terms of the Settlement and any Final Judgment.

11. Class Members who do not request exclusion may object to the Settlement and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not be approved, why Judgment in the Action should not be entered, and to present any opposition to the application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed Stipulation, the Class Member may send a Notice of Objection and copies of any papers in support of his or her position pursuant to the terms of the Stipulation to the Settlement Administrator before June 14, 2023.

12. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal to Two-Million Dollars (\$2,000,000.00) which is inclusive of the payment of attorneys' fees to Class Counsel not to exceed Six-Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six

1 Cents (\$666,666.66); Class Counsel’s costs not to exceed Twenty Thousand Dollars (\$20,000); the
2 Settlement Administration Costs not to exceed Sixty-Four Thousand One-Hundred Ninety-Seven
3 Dollars (\$64,197.00); the Net Settlement Amount to be distributed to Class Members who do not
4 exclude themselves from the Settlement; and the Class Representative Service Award to Plaintiff in
5 the amount of Five Thousand Dollars (\$5,000);. The Court preliminarily approves the above
6 distribution of the Gross Settlement Amount, all subject to the Court’s Final Approval of the
7 Settlement.

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

11 Release of Claims: FCRA Class. Upon entry of Final Approval Order and Judgment,
12 the Participating FCRA Class Members shall release the Released Parties to the fullest extent
13 permitted by law from all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
14 expenses, attorneys’ fees, interest, damages, actions or causes of action that such individuals have or
15 could have had alleged in, or arising out of facts asserted in, the operative complaint under: 15 U.S.C.
16 § 1681b of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681d and 1681g of the FCRA,
17 California Civil Code Section 1786, *et seq.* (the Investigative Consumer Reporting Agencies Act
18 (“ICRAA”)), California Civil Code Section 1785, *et seq.* (the Consumer Credit Reporting Agencies
19 Act (“CCRAA”)), California Business & Professions Code section 17200, *et seq.* (the Unfair
20 Competition Law (“UCL”)), and similar claims under the law of any other State

21 “Released Parties” means Defendants and their predecessors, successors, subsidiaries,
22 parent companies, other corporate affiliates, and assigns, and each and all of their current or former
23 subsidiaries, parents, affiliates, predecessors, insurers, agents, servants, employees, successors, assigns,
24 officers, officials, directors, attorneys, personal representatives, registered representatives, executors, and
25 shareholders, and any other persons acting by, through, under, or in concert with any of them.

26 14. In addition to the releases made by the Class Members described in Paragraphs 2 and
27 13, upon entry of Judgment by the Court in accordance with the Stipulation, Plaintiff will for himself
28 only, as of the Effective Date, as defined in the Settlement, execute a Complete and General Release

1 of all Claims, known or unknown, against the Released Parties in exchange for and in consideration
2 of the Service Award, as set forth in the Stipulation. The Complete and General Release includes any
3 unknown Claims that Plaintiff does not know or suspect to exist in her favor at the time of executing
4 the release and that, if known by him, would have materially affected her decision not to object to the
5 Settlement or the Complete and General Release. With respect to the Complete and General Release
6 described herein, Plaintiff will expressly waive all rights under Section 1542 of the California Civil
7 Code.

8 15. All papers in support of the Settlement and any application for reimbursement of
9 attorneys' fees and expenses, including any expenses associated with or incurred to the Settlement
10 Administrator, shall be filed by July 1, 2023.

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

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


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

26 20. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
27 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
28 connection with the negotiation, execution or implementation of this Settlement, shall be admissible

1 in evidence for any purpose except as provided in the Settlement.

2 **IT IS SO ORDERED.**

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4 Dated: 03/21/2023


The Honorable David S. Cunningham
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 9665 Wilshire Blvd, Suite 430, Beverly Hills, CA 90212.

On March 20, 2023, I served the following document described as

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

on all interested parties in this action:


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☒ **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the persons at the electronic service addresses listed above.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 20, 2023, at Beverly Hills, California.


Eric Sams