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12 SMITH + NOBLE HOME, INC.

13
14 SUPERIOR COURT OF CALIFORNIA
15 COUNTY OF SANTA CLARA

16
17 DOMENIQUE NEWMAN, on behalf of
herself all others similarly situated,

18 Plaintiff,

19 v.

20 SMITH + NOBLE HOME, INC.,

21 Defendant.
22

Case No. 19CV346587

**STIPULATION OF CLASS ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff DOMENIQUE NEWMAN
2 (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendant
3 SMITH + NOBLE HOME, INC. (“Defendant”), on the other hand, and subject to the approval of the
4 Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth
5 in this Agreement of Class Action Settlement (“Settlement,” “Settlement Agreement” or
6 “Agreement”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction
7 of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which
8 by this reference become an integral part of this Agreement. Plaintiff and Defendant are collectively
9 referred to as the “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 *Domenique Newman v. Smith & Noble*
14 *Home, Inc.*, pending in the California Superior Court for the County of Santa Clara, Case No.
15 19CV346587.

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

17 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation
18 and resolution of this Action not to exceed one-third (1/3) of the Gross Settlement Amount,
19 \$56,666.66, and Class Counsel’s expenses and costs reasonably incurred in connection with the Action
20 of up to \$20,000.

21 4. “Class Information” means information regarding FCRA Class Members that
22 Defendant shall in good faith compile from available records and shall be authorized by the Court to
23 transmit in a secured manner to the Settlement Administrator only. Class Information shall be
24 transmitted in electronic form, readily usable, and shall include: each Class Member’s full name; social
25 security number; address; and whether that Class Member is within the 2 Year or 5 Year FCRA
26 Subclass.

27 5. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
28 attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement

1 Administrator shall mail to each Class Member to explain the terms of this Agreement and the
2 Settlement, and include the timing and manner in which to request exclusion from the Settlement, to
3 object to the Settlement, to dispute the information upon which their Individual Settlement Award will
4 be calculated, and will inform the Class of the date, place and time of the Final Approval hearing.

5 6. “Class Representative Service Award” means the amount that the Court authorizes to
6 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s
7 efforts and risks in assisting with the prosecution of the Action.

8 7. “Defendant” means Defendant Smith + Noble Home, Inc.

9 8. “Defense Counsel” means Alison Hightower from Littler Mendelson, P.C.

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

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

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

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

23 10. “FCRA Class” shall include and mean the following: All applicants for employment
24 with Defendant in the United States for whom Defendant procured a background check report from
25 April 17, 2014 to and including October 1, 2020 (“FCRA Class Period”). Defendant represents that
26 the FCRA Class contains approximately 500 individuals. The “5 Year FCRA Subclass” consists of
27 those FCRA Class Members for whom Defendant procured a background check report from April 17,
28 2014 through and including April 16, 2017. The “2 Year FCRA Subclass” consists of those FCRA

1 Class Members for whom Defendant procured a background check report from April 17, 2017 through
2 October 1, 2020, inclusive. All FCRA Class Members who are in both subclasses, will be considered
3 to be in the 2 Year FCRA Subclass for purposes of allocating settlement funds. No FCRA Class
4 Member will receive two payments from the FCRA Class Fund, as defined below.

5 11. “FCRA Class Fund” means the portion of the Net Settlement allocated to the settlement
6 payments to the FCRA Class, with the 5 Year FCRA Subclass receiving forty percent (40%) of the
7 *pro rata* distribution and the 2 Year FCRA Subclass receiving sixty percent (60%) of the *pro rata*
8 distribution.

9 12. “FCRA Class Member” or “Class Member” means all applicants for employment with
10 Defendant in the United States for whom Defendant procured a background check report during the
11 FCRA Class Period who do not timely opt out of the Settlement.

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

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

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

24 16. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay
25 in connection with this Settlement, by way of a Qualified Settlement Fund, which shall be inclusive
26 of all Individual Settlement Awards to Participating Class Members, Class Counsel Award, Settlement
27 Administration Costs, and the Class Representative Service Award. Subject to Court approval and the
28 terms of this Agreement, the Gross Settlement Amount Defendant shall be required to pay is One

1 Hundred and Seventy Thousand Dollars (\$170,000.00). No matter the circumstances, Defendant shall
2 pay no more than the amount of the Gross Settlement Amount. Defendant reserves the right to void
3 the Agreement where any court orders payment of an amount in excess of the Gross Settlement
4 Amount or otherwise enters any order that would or could require Defendant to do so. Each FCRA
5 Class Member shall be responsible for paying any taxes due on his or her Individual Settlement Award.
6 The Gross Settlement Amount shall be all-in with no reversion to Defendant.

7 17. “Individual Settlement Award” means the amount payable from the Net Settlement
8 Amount to each Class Member for their payment from the FCRA Class Fund.

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

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

15 20. “Notice Packet” means the Court-approved Class Notice attached as **Exhibit 1** and pre-
16 printed return envelope to be mailed to all members of the Class.

17 21. “Parties” means Plaintiff and Defendant.

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

22 23. “Plaintiff” means the named Plaintiff, Dominique Newman.

23 24. “Preliminary Approval Order” means the order to be issued by the Court preliminarily
24 approving the Settlement, the Class Notice, and authorizing the mailing of the Notice Packet by the
25 Settlement Administrator, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel as Class
26 Counsel, and American Legal Claims Services as the Settlement Administrator, and setting the date
27 of the Final Approval Hearing, among other things, substantially in the form attached as **Exhibit 2**.
28 Class Counsel shall provide Defendant’s Counsel with a reasonable opportunity to review, and provide

1 comments on, the Motion for Preliminary Approval of the Settlement at least seven (7) days before
2 the Motion for Preliminary Approval and supporting papers are filed with the Court.

3 25. “Released Parties” means Defendant Smith + Noble Home, Inc., and all divisions,
4 related or affiliated companies, parent companies, holding companies, shareholders, officers, directors,
5 employees, agents, attorneys, insurers, investors, successors and assigns, owners, officials, branches,
6 partners, units, assigns, limited liability companies or other organizations, members, managers,
7 principals, heirs, representatives, accountants, auditors, consultants, reinsurers, predecessors in
8 interest, beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any
9 individual or entity which could be jointly liable with Smith + Noble Home, Inc. For the avoidance of
10 doubt, ADP Screening and Selection Services, Inc. is not a Released Party.

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

17 27. “Settlement Administrator” shall be American Legal Claims Services or such other
18 administrator agreed to by the Parties and with adequate measures to safeguard the security of class
19 data mutually, subject to Court approval.

20 28. “Settlement Administration Costs” means the reasonable costs and fees of
21 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
22 limited to: (i) printing and mailing and re-mailing (if necessary) of Notice Packets to Class Members;
23 (ii) establishing a URL to a website, maintained by the claims administrator, that has links to the notice
24 and the most important documents in the case; (iii) establishing a post office box for the return of Class
25 Member communications; (iv) preparing and submitting to Class Members and government entities
26 all appropriate tax filings and forms; (v) computing the amount of and distributing Individual
27 Settlement Awards, the Class Representative Service Award, and the Class Counsel Award; (vi)
28 processing requests for exclusion and Notices of Objection; (vii) establishing a Qualified Settlement

1 Fund, as defined by the Internal Revenue Code; and (viii) issuing all required tax forms (e.g., 1099s)
2 and providing all required tax reporting. The Settlement Administration Costs shall not exceed the
3 amount estimated by the administrator, who shall be decided by bid and approval by the Parties, to
4 administrate the Settlement of the class.

5 6 RECITALS

7 29. Procedural History. On April 17, 2019, Plaintiff filed a Complaint in the California
8 Superior Court for the County of Santa Clara County, Case No. 19CV346587 (the “Action”). The
9 claims currently pending in the Action include the single cause of action for alleged failure to make
10 proper disclosures prior to obtaining background check reports in violation of the Fair Credit
11 Reporting Act (“FCRA”) 15 U.S.C. § 1681b(b)(2)(A).

12 30. Settlement Negotiations. On October 1, 2020, the Parties participated in a private
13 mediation session with Kelly Knight, Esq., a well-regarded and experienced class action mediator. As
14 a result of the mediation, the Parties, through counsel, reached and signed a memorandum of
15 understanding which outlined the material terms of a proposed class action settlement that would fully
16 resolve this Action in its entirety, subject to the Parties entering into a more comprehensive written
17 settlement agreement.

18 31. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel
19 recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s disputes in
20 the Action through trial and through any possible appeals. Plaintiff also has taken into account the
21 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in
22 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
23 establish liability for the claim asserted in the Action, both generally and in response to Defendant’s
24 defenses thereto, the difficulties in obtaining class certification, and the difficulties in establishing
25 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel also
26 have taken into account Defendant’s agreement to enter into a settlement that confers substantial
27 benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have
28

1 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in
2 the best interests of all Class Members.

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

14 33. The Parties stipulate to the conditional certification of the FCRA Class for purposes of
15 this Settlement only. This Agreement is contingent upon the Preliminary and Final Approval and
16 certification of the FCRA Class only for purposes of this Settlement. Should this Settlement not
17 become final, for whatever reason, the Parties' stipulation to class certification as part of this
18 Settlement shall become null and void ab initio, and the fact that the Parties were willing to stipulate
19 provisionally to class certification as part of this Settlement shall have no bearing on, and shall not be
20 admissible in connection with, the issue of whether a class should be certified in a non-settlement
21 context in the Action, and shall not be admissible for any purpose in any action. Nothing in this
22 Agreement will be construed as an admission or acknowledgement of any kind that any class should
23 be certified in the Action or in any other action or proceeding.

24 34. Defendant expressly reserves the right and declares that Defendant intends to oppose
25 class certification vigorously should this Settlement not be granted Final Approval or be modified or
26 reversed on appeal or otherwise not become final. If for any reason this Agreement does not become
27 effective, Defendant reserves the right to contest certification of any class for any reason. Defendant
28 does not concede the merits of Plaintiff's contentions regarding the suitability of the litigation for class

1 certification under the California Code of Civil Procedure but has agreed to resolve the litigation
2 through this Settlement in recognition of the expense and risk of continuing with the litigation and in
3 the belief that the settlement is fair, adequate, and reasonable. Therefore, in entering into this
4 Agreement, it is the Parties' mutual intention and agreement that if, for any reason, the Settlement
5 Agreement does not become final, the conditional class certification will be vacated, Plaintiff and
6 Defendant will retain all rights to support or oppose certification for the purposes of litigation, and any
7 certification arising from the Court's Final Approval of this Settlement may not be used by Plaintiff
8 or Defendant in support of any argument for or against certification of any class. Plaintiff will not be
9 deemed to have waived, limited or affected in any way any claims, rights or remedies in the Action,
10 and Defendant will not be deemed to have waived, limited, or affected in any way any of its claims,
11 rights, remedies, objections or defenses in the Action. Neither the provisional certification nor, if
12 ultimately approved, the certification of the FCRA Class to consummate this Settlement shall
13 constitute a determination by the Court that a plaintiff class should be certified for purposes of trial or
14 for any other purpose in any action. Thus, if any appeal is successful, the Court's certification of the
15 class for settlement purposes shall be deemed void nunc pro tunc.

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

17 **TERMS OF SETTLEMENT**

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

20 35. Binding Settlement. This Settlement shall bind the Parties and all Class Members,
21 subject to the terms and conditions hereof and the Court's approval.

22 36. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the
23 Gross Settlement Amount that Defendant will pay under this Settlement is the total sum of One
24 Hundred and Seventy Thousand U.S. Dollars (\$170,000.00) for payment of all claims, including all
25 Individual Settlement Awards to Participating Class Members, Class Counsel Fees and Costs,
26 Settlement Administration Costs, and the Class Representative Service Award. No matter the
27 circumstances, Defendant shall pay no more than the Gross Settlement Amount. Defendant reserves
28 the right to void any settlement agreement where any court orders payment of an amount in excess of

1 the Gross Settlement Amount or otherwise enters any order that would or could require Defendant to
2 do so. Each class member shall be responsible for paying any taxes due on his or her settlement. The
3 Gross Settlement Amount shall be all-in with no reversion to Defendant

4 37. Claim Allocation. From the Net Settlement Amount, forty percent (40%) shall be
5 allocated to the settlement with the 5 Year FCRA Subclass and sixty percent (60%) shall be allocated
6 to the settlement with the 2 Year FCRA Subclass.

7 38. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
8 this Agreement, the Settlement Administrator will make the following payments to be deducted from
9 the Gross Settlement Amount within fourteen (14) days after Defendant provides the Settlement
10 Administrator with the Gross Settlement Amount as follows:

11 a. Class Representative Service Award. Subject to Court approval, Plaintiff shall
12 be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00), or
13 any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the
14 Action and her risks undertaken for the payment of costs in the event of loss. Defendant shall not
15 oppose or object to Plaintiff's request for a Class Representative Service Award in an amount not to
16 exceed Five Thousand Dollars (\$5,000.00). The Class Representative Service Award shall be paid to
17 Plaintiff from the Gross Settlement Amount no later than fourteen (14) days after Defendant provides
18 the Settlement Administrator with the Gross Settlement Amount. The Settlement Administrator shall
19 issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be
20 solely and legally responsible to pay any and all applicable taxes on her Class Representative Service
21 Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual
22 Settlement Award. The court-approved Class Representative Service Award shall be paid solely from
23 the Gross Settlement Amount. Any amount requested by Plaintiff for the Class Representative Service
24 Award and not awarded by the Court shall become part of the Net Settlement Amount and made
25 available for distribution to Participating Class Members, with forty percent (40%) to the 5 Year FCRA
26 Subclass and sixty percent (60%) to the 2 Year FCRA Subclass.

27 b. Class Counsel Award. Subject to Court approval, Class Counsel shall be
28 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross

1 Settlement Amount, which amounts to Fifty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-
2 Six Cents (\$56,666.66). In addition, subject to Court approval, Class Counsel shall be entitled to an
3 award of reasonable costs associated with Class Counsel’s prosecution of the Action, which are
4 properly documented in Class Counsel’s billing statements, in an amount not to exceed Twenty
5 Thousand Dollars (\$20,000.00). Class Counsel shall provide the Settlement Administrator with a
6 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process
7 the Class Counsel Award approved by the Court. Defendant shall not oppose or object to Plaintiff’s
8 request for an award of attorneys’ fees or litigation costs in the amounts referenced above. This is not,
9 and shall not be construed as, a “clear sailing” provision. In the event the Court awards Class Counsel
10 less than one-third (1/3) of the Gross Settlement Amount in attorneys’ fees and/or less than Twenty
11 Thousand Dollars (\$20,000.00) in costs, the difference shall become part of the Net Settlement
12 Amount and made available for distribution to the Participating Class Members, with forty percent
13 (40%) to the 5 Year FCRA Subclass and sixty percent (60%) to the 2 Year FCRA Subclass. Class
14 Counsel shall be paid any Court-awarded attorneys’ fees and costs no later than fourteen (14) days
15 after Defendant provides the Settlement Administrator with the Gross Settlement Amount. Class
16 Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award.
17 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
18 Award. The court-approved Class Counsel Award shall be paid solely from the Gross Settlement
19 Amount.

20 c. Settlement Administration Costs. The settlement administration fees and
21 expenses, which are estimated not to exceed Eleven Thousand Dollars and No Cents (\$11,000.00),
22 shall be paid from the Gross Settlement Amount to American Legal Claims Services, or such other
23 administrator agreed to by the Parties and approved by the Court. Settlement Administration Costs
24 shall not exceed the reasonable estimate to administer the settlement of the class without court
25 approval. Court-approved Settlement Administration Costs shall be paid solely from the Gross
26 Settlement Amount. Prior to Plaintiff filing a motion for final approval of this Settlement, the
27 Settlement Administrator shall provide the Parties with a declaration detailing services it has rendered
28 with respect to noticing the Class, and costs incurred and to be incurred in concluding its

1 responsibilities under the terms of this Agreement. The Parties agree to cooperate in the
2 Administration process and to make all reasonable efforts to control and minimize Settlement
3 Administration Costs.

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

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

14 39. Payments from the Net Settlement Amount - Individual Settlement Awards. Subject
15 to the terms and conditions of this Agreement, Individual Settlement Awards shall be paid by the
16 Settlement Administrator to the Participating Class Members from the Net Settlement Amount, forty
17 percent (40%) to be allocated to the 5 Year FCRA Subclass and sixty percent (60%) to be allocated to
18 the 2 Year FCRA Subclass, as follows:

19 a. The 5 Year FCRA Subclass shall be eligible to receive a *pro rata* share of the
20 Net Settlement Amount allocated to the 5 Year FCRA Subclass in relation to the aggregate number of
21 Class Members in the 5 Year FCRA Subclass. The *pro rata* share shall be calculated by dividing the
22 Net Settlement Amount allocated to the 5 Year FCRA Subclass by the number of Class Members in
23 the 5 Year FCRA Subclass.

24 b. The 2 Year FCRA Subclass shall be eligible to receive a *pro rata* share of the
25 Net Settlement Amount allocated to the 2 Year FCRA Subclass in relation to the aggregate number of
26 Class Members in the 2 Year FCRA Subclass. The *pro rata* share shall be calculated by dividing the
27 Net Settlement Amount allocated to the 2 Year FCRA Subclass by the number of Class Members in
28 the 2 Year FCRA Subclass.

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

3 d. Individual Settlement Awards to Participating FCRA Class Members shall not
4 be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099
5 to each Participating Class Member for the portion of each Individual Settlement Award payment
6 allocated to FCRA payments.

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

14 f. Individual Settlement Award checks shall remain negotiable for one hundred
15 eighty (180) days from the date of mailing. A postcard reminding Participating Class Members to
16 negotiate or cash their Individual Settlement Award checks before the void date will be mailed by the
17 Settlement Administrator sixty (60) days after issuance of the Individual Settlement Award payments
18 to those Participating Class Members who have not negotiated their checks by that time. If an
19 Individual Settlement Award check remains uncashed after one hundred eighty (180) days from
20 issuance, the Settlement Administrator shall void any such uncashed checks. Thereafter, any uncashed
21 checks shall be distributed to the Employment Rights Project of Bet Tzedak or to a mutually agreed-
22 upon and Court-approved *cy pres*. Any failure of a FCRA Class Member to deposit a check shall not
23 affect the enforceability of the release of all claims, as the Parties jointly agree that valid consideration
24 for same is the offer of monetary consideration by means of the offer of settlement and mailing of
25 settlement checks.

26 40. Settlement Administration.

27 a. Class Information. Within fifteen (15) days of entry of the Preliminary
28 Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for

1 purposes of mailing the Notice Packets to FCRA Class Members. The Class Information shall be
2 considered confidential, shall not be disclosed to anyone other than Defense Counsel and the
3 Settlement Administrator, and shall be returned to Defense Counsel at the conclusion of the matter
4 upon request. Specifically, the Settlement Administrator shall not provide the Class Information to
5 Class Counsel.

6 b. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
7 Settlement Administrator shall perform a search based on the National Change of Address Database
8 maintained by the United States Postal Service to update and correct any known or identifiable address
9 changes. Within ten (10) business days after receiving the Class Information from Defendant as
10 provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class
11 Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
12 judgment to determine the current mailing address for each Class Member. The address identified by
13 the Settlement Administrator as the current mailing address shall be presumed to be the most current
14 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
15 best notice practicable to Class Members and fully complies with due process.

16 c. Undeliverable Notice Packets. Any Notice Packet returned to the Settlement
17 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
18 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
19 shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of
20 automated search, using the name, address and/or Social Security number of the Class Member
21 involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned
22 as non-delivered, assuming another mailing address is identified by the Settlement Administrator. If
23 a returned Notice Packet is associated with a currently employed Class Member, the Settlement
24 Administrator will notify Defendant, who will in turn obtain an updated and current address for such
25 Class Members and provide it to the Settlement Administrator for remailing of the Notice Packets.
26 Class Members who are sent a re-mailed Notice Packet shall have their Response Deadline extended
27 by 45 days from any remailing of the Notice Packet, but in no event later than 30 days after the close
28 of the Response Deadline. If these procedures are followed, notice to Class Members shall be deemed

1 to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
2 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by
3 all terms of the Settlement and the Final Order and Judgment.

4 d. Exclusion. The Class Notice shall provide that Class Members who wish to
5 exclude themselves from the FCRA Class must submit a written request to be excluded on or before
6 the Response Deadline. Such request for exclusion: (1) must contain the full name, address, telephone
7 number, the last four digits of the Social Security number of the person requesting exclusion, and a
8 statement that they request exclusion from the class and do not wish to participate in the settlement;
9 and (2) must be postmarked by the Response Deadline and returned by mail to the Settlement
10 Administrator at the specified address as directed by the Class Notice. Subject to review by Class
11 Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope
12 shall be the exclusive means used by the Settlement Administrator to determine whether a request for
13 exclusion has been timely submitted. Any Class Member who timely requests exclusion will not be
14 entitled to submit objections to the Settlement, will not be entitled to any recovery under the
15 Settlement, and will not be bound by the Settlement or have any right to object, appeal or comment
16 thereon. All Class Members who do not submit a valid and timely request for exclusion on or before
17 the Response Deadline shall be Participating Class Members and shall be bound by all terms of the
18 Settlement, if the Settlement is approved by the Court. No later than fourteen (14) calendar days
19 before the motion for Final Approval is filed, the Claims Administrator shall provide counsel for the
20 Parties with the number of Class Members who have timely requested exclusion from the Settlement.
21 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
22 Members to submit requests for exclusion from the Settlement.

23 e. Objections. The Class Notice shall state that Class Members who wish to object
24 to the Settlement shall submit to the Court a Notice of Objection, supporting papers and/or notices of
25 intent to appear at the Final Approval Hearing by the Response Deadline. The Notice of Objection
26 must (1) clearly identify the case name and number (*Newman v. Smith + Noble, Inc.*, Case Number 19
27 CV-346587; (2) either be mailed to: Clerk of the Court, Superior Court of Santa Clara County, 191 N.
28 1st Street, San Jose, California 95113 or be filed in person at the same location; (3) in addition must

1 be mailed to Class Counsel and Defense Counsel, and (4) be postmarked (if mailed to the Court) or
2 filed no later than 60 days from the date of initial mailing of the Class Notice. Any Class Member
3 may object to the Settlement either by mailing a written objection using the process described above
4 or by appearing at the Final Approval Hearing and making an oral objection before the Court,
5 regardless of whether or not the Class Member timely mailed a written Objection to the Settlement
6 Administrator. The Court, in its sole discretion, may permit any member of the Class to address the
7 Court at the Settlement Approval Hearing and may consider any statements made by a Class Member.
8 Class members who wish to appear at the final fairness hearing may contact class counsel to arrange
9 a telephonic appearance through CourtCall, at least three days before the hearing. Any CourtCall fees
10 for an appearance by an objecting class member will be paid by class counsel. Class Members who
11 fail to timely object in the manner specified herein and in the Class Notice shall be deemed to have
12 waived any objections to the Settlement. At no time shall any of the Parties, Class Counsel or Defense
13 Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice
14 of Objection, opting out of the Settlement, or filing an appeal from the Final Approval Order and
15 Judgment.

16 f. Written Report Prior to Final Approval. At least fourteen (14) calendar days
17 prior to filing of the Motion for Final Approval, the Settlement Administrator shall provide a written
18 report or declaration to the Parties describing the process and results of the administration of the
19 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the
20 Final Approval Hearing. Within seven (7) calendar days following the deadline to submit claims, the
21 Settlement Administrator shall provide the Parties with total costs for notice and claims administration.

22 g. Final Report by Settlement Administrator to Court After Disbursement of Gross
23 Settlement Amount. Within ten (10) days after final disbursement of all funds from the Gross
24 Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a
25 declaration providing a final report on the disbursements of all funds from the Gross Settlement
26 Amount.

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

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

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

11 41. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon
12 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine
13 whether to grant final approval of the Settlement, including determining the amounts properly payable
14 for: (i) Individual Settlement Awards made to the Participating Class Members; (ii) the Class Counsel
15 Award; (iii) the Class Representative Service Award; and (iv) Settlement Administration Costs. Upon
16 approval, the Court shall enter a Final Approval Order and Judgment. Class Counsel shall provide
17 Defense Counsel with a reasonable opportunity to review, and provide comments on, the Final
18 Approval Order and Final Judgment of the Settlement at least seven (7) calendar days before the
19 Motion and supporting papers are filed with the Court.

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

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1 43. Consent Order. Plaintiffs will not object to the entry of a Court order finding that,
2 based upon the current state of the law, Defendant’s current form of disclosure and authorization for
3 “consumer reports” is compliant with the Fair Credit Reporting Act.

4 44. Release by Plaintiff and Participating Class Members. Upon entry of Final Approval
5 Order and Judgment, Plaintiff and all other Participating Class Members in the FCRA Class shall be
6 deemed to have released their respective Released Claims against the Released Parties as follows:

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

21 b. Plaintiff’s Release of Claims. Upon entry of Final Approval Order and
22 Judgment, Plaintiff shall release the Released Parties to the fullest extent permissible under the law in
23 exchange for the consideration provided in this settlement, except for such claims that cannot be
24 released by law. This general release includes all claims released by FCRA Class Members in
25 Section 44(a), and Plaintiff shall execute a general release as to the Released Parties to the fullest
26 extent permissible under the law in exchange for the consideration provided by this Settlement, except
27 for such claims that cannot be released by law. This release includes any and all claims, obligations,
28 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind

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

1 hereafter recognized; and (6) all claims for attorneys' fees and costs, to the fullest extent permissible
2 by law (including waiver of any and all rights and benefits conferred by California Civil Code § 1542.

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

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

15 Notwithstanding the foregoing, the Parties acknowledge that Plaintiff is pursuing a separate
16 individual lawsuit pending in the California Superior Court for the County of Los Angeles, entitled
17 *Domenique Newman v. Smith + Noble Home, Inc.*, Case No. 19STCV28904, and the Parties
18 understand that the Parties have executed a separate settlement agreement in connection with the
19 dismissal of the individual lawsuit that includes a general release of claims and a waiver of any and
20 all rights and benefits conferred by Cal. Civ. Code § 1542.

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

25 45. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
26 of the payments specified herein, and Class Members are not relying on any statement or
27 representation by the Parties, Class Counsel or Defense Counsel in this regard. Class Members,
28 Plaintiff, and Class Counsel understand and agree that they shall be responsible for the payment of all

1 taxes and penalties assessed on the payments specified herein, and shall hold the Defendant and
2 Defense Counsel free and harmless from and against any claims resulting from treatment of such
3 payments as non-taxable, including the treatment of such payments as not subject to withholding or
4 deduction for payroll and employment taxes.

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

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

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48. Publicity and Confidentiality.

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

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

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

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

49. Preliminary Approval of Settlement. Plaintiff shall draft and file a motion for preliminary approval, asking the Court to enter the Preliminary Approval Order (**Exhibit 2**). The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to Class Members as specified herein.

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

5 51. Interim Stay of Action. The Parties agree to stay, and to request that the Court stay, all
6 proceedings in the Action, except such proceedings necessary to implement and complete the
7 Settlement, obtain preliminary and final approval, and enter the Final Order and Judgment. The Parties
8 shall not serve any discovery, nor be required to respond to any written discovery or deposition notices,
9 and all objections to any discovery are reserved. Should preliminary or final approval be denied, the
10 Parties will have 30 days from that being a final decision to respond to any pending discovery, subject
11 to further extensions that may be granted by stipulation or court order.

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

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

20 54. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
21 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such
23 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required
24 to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense Counsel shall
25 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
26 the event the Parties are unable to reach agreement on the form or content of any document needed to
27 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
28 the terms of this Settlement, the Parties may seek the assistance of the Court and/or a mediator to

1 resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and
2 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents
3 and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or
4 part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting
5 and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall
6 not be construed against any of the Parties.

7 55. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
8 to the benefit of, the successors and assigns of the Parties.

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

12 57. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them shall be deemed to be one and the same instrument. Electronic
14 signatures will not be accepted.

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

19 59. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
20 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
21 terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties,
22 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
23 implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments
24 entered in connection therewith.

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

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

7 62. EXECUTION BY PARTIES AND COUNSEL.

8 The Parties and their counsel hereby execute this Agreement.

9 [SIGNATURES CONTINUED ON NEXT PAGE]

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

13 Dated: 6/18/2021, 2021

DocuSigned by:
Domenique Newman
CB1A8B254E88475
PLAINTIFF DOMENIQUE NEWMAN

14
15 Dated: _____, 2021

DEFENDANT SMITH + NOBLE HOME, INC.

16
17 By: _____
18 KEN CONSTABLE
19 Its: President

20 Approved as to form and content:

21 Dated: 6/16/2021, 2021

DocuSigned by:
Shaun Setareh
535A1200947F415...
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
SETAREH LAW GROUP
Attorneys for Plaintiff
DOMENIQUE NEWMAN

22
23
24
25 Dated: _____, 2021

ALISON S. HIGHTOWER
LITTLER MENDELSON, P.C.
Attorneys for Defendant
SMITH + NOBLE HOME, INC.

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28 4818-4408-0607.10 / 087532-1002

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9 [SIGNATURES CONTINUED ON NEXT PAGE]

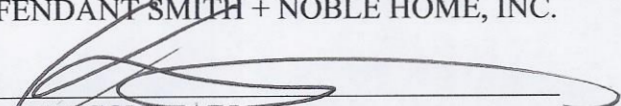
10 I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO
11 THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL
12 UNDERSTANDING OF ITS CONSEQUENCES.

13 Dated: _____, 2021

14 PLAINTIFF DOMENIQUE NEWMAN

15 Dated: June 16, 2021

DEFENDANT SMITH + NOBLE HOME, INC.

16 By: 
17 KEN CONSTABLE
18 Its: President

19 Approved as to form and content:

20 Dated: _____, 2021

21 SHAUN SETAREH
22 THOMAS SEGAL
23 FARRAH GRANT
24 SETAREH LAW GROUP
Attorneys for Plaintiff
DOMENIQUE NEWMAN

25 Dated: June 29, 2021

Alison S. Hightower

26 ALISON S. HIGHTOWER
27 LITTLER MENDELSON, P.C.
Attorneys for Defendant
SMITH + NOBLE HOME, INC.

28 4818-4408-0607.10 / 087532-1002

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Re Domenique Newman v. Smith + Noble Home, Inc.
Superior Court of California for the County of Santa Clara Case No. 19CV346587

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT RELATED TO YOUR APPLICATION AND/OR EMPLOYMENT WITH SMITH + NOBLE HOME, INC. (“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 2/5 YEAR FCRA SUBCLASS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement and you will release certain claims covered by the Settlement against Defendant.
EXCLUDE YOURSELF	Receive no payment of the Settlement and retain any and all rights you may have against Defendant.
OBJECT	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).
GO TO A HEARING	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 April 17, 2014 to and including October 1, 2020. The 5 Year FCRA Subclass consists of those FCRA Class Members for whom Defendant procured a background check report form April 17, 2014 through and including April 16, 2017. The 2 Year FCRA Subclass consists of those FCRA Class Members for whom Defendant procured a background check report from April 17, 2017 through October 1, 2020, 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 applied for employment with Defendant in the United States from April 17, 2014 to and including October 1, 2020. Defendant's records indicate that you are a Class Member.

The FCRA Class consists of two subclasses: The 5 Year FCRA Subclass and the 2 Year FCRA Subclass. You are a member of the 5 Year FCRA Subclass if you applied for employment with Defendant in the United States from April 17, 2014 to and including April 16, 2017. You are a

member of the 2 Year FCRA Subclass if you applied for employment with Defendant in the United States from April 17, 2017 to and including October 1, 2020.

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.

SETTLEMENT BENEFITS – WHAT YOU COULD RECEIVE?

7. *What are the Settlement terms?*

“FCRA Class” shall include and mean the following: All applicants for employment with Defendant in the United States for whom Defendant procured a background check report from April 17, 2014 to and including October 1, 2020 (“FCRA Class Period”). The “5 Year FCRA Subclass” consists of those FCRA Class Members for whom Defendant procured a background check report from April 17, 2014 through and including April 16, 2017. The “2 Year FCRA Subclass” consists of those FCRA Class Members for whom Defendant procured a background check report from April 17, 2017 through October 1, 2020, inclusive. If you are in both subclasses, you will be considered to be in the “2 Year FCRA Subclass.”

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 \$170,000 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 \$170,000, from which payments will be made for: (1) attorneys' fees in an amount up to one-third (1/3) of the GSA (\$56,666.66) to Class Counsel, subject to Court approval; (2) attorney expenses incurred by Class Counsel not to exceed \$20,000, 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 \$11,000 to American Legal Claims Services subject to Court approval. From the GSA, 40% shall be allocated to the settlement with the 5 Year FCRA Subclass and 60% shall be allocated to the settlement with the 2 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 fees and expenses set forth above, the remainder of the GSA shall be available for payment to Class Members based on the following formula:

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

The 2 Year FCRA Subclass shall be eligible to receive a *pro rata* share of the Net Settlement Amount allocated to the 2 Year FCRA Subclass in relation to the aggregate number of Class Members in the 2 Year FCRA Subclass. The pro-rata share shall be calculated by dividing the Net Settlement Amount allocated to the 2 Year FCRA Subclass by the number of Class Members in the 2 Year FCRA Subclass.

If you are in both subclasses, you will be considered to be in the “2 Year FCRA Subclass” for purposes of allocating your pro rata share of the Net Settlement Amount. No FCRA Class Member will receive two payments from the FCRA Class Fund.

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]. 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 owing for their settlement payments. The Claims Administrator will issue Form 1099s with respect to such payments to the extent required by law. 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: FCRA Class. 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, restitution, declaratory, injunctive and 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 Smith + Noble Home, Inc., 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 Smith + Noble Home, Inc. For the avoidance of doubt, ADP Screening and Selection Services, Inc. is not a Released Party.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT AND APPEARING AT THE HEARING

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 (*Newman v. Smith + Noble, Inc.*, Case Number 19 CV-346587; (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of Santa Clara County, 191 N. 1st 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], 2021.

You may also appear at the Final Approval Hearing at your expense either telephonically (see Paragraph 16) or through an attorney, provided you notify the Court of your intention to do so. The Court, in its sole discretion, may permit any member of the Class to address the Court at the Settlement 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?

Plaintiff and Class Members' Attorney
("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:

Alison Hightower
Garrick Chan
LITTLER MENDELSON, P.C.
333 Bush Street, 34th 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.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class members who wish to appear at the final fairness hearing should contact class counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. 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]**, 2021. 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 **[ADDRESS]**). **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.

WHAT IF I DO NOTHING?

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 at [INSERT TIME] on [INSERT DATE], 2021 at []:00 []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 Claims Administrator Website at [www.\[INSERT URL\].com](http://www.[INSERT URL].com); (2) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at 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**

4816-0572-1322.3 / 087532-1002

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 DOMENIQUE NEWMAN

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF SANTA CLARA

14 DOMENIQUE NEWMAN, on behalf of
15 herself, all others similarly situated,

16 Plaintiff,

17 v.

18 SMITH + NOBLE HOME, INC.,

19 Defendant.

20 Case No. 19CV346587

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

25
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27
28

1 **[PROPOSED] ORDER**

2 On April 17, 2019, Plaintiff DOMENIQUE NEWMAN (“Plaintiff”), filed a FCRA class action
3 against Defendant SMITH + NOBLE HOME, INC. (“Defendant”) in the Superior Court of California,
4 County of Santa Clara entitled, *Domenique Newman, on behalf of herself, all others similarly situated*
5 *v. Smith + Noble Home, Inc., a Delaware corporation; and Does 1 through 50, inclusive*, Case No.
6 19CV346587 (the “Action”) asserting a single claim for failure to make proper disclosures in violation
7 of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681b(b)(2)(A). On [REDACTED], 2021,
8 Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement, including a declaration
9 of Plaintiff’s counsel and the executed Stipulation of Class Action Settlement (“Stipulation” or
10 “Settlement”) with exhibits.

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

12 **IT IS HEREBY ORDERED:**

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

16 2. The Court conditionally certifies and approves, for settlement purposes only, a “FCRA
17 Class” defined as follows: All applicants for employment with Defendant in the United States for
18 whom Defendant procured a background check report from April 17, 2014 to and including October
19 1, 2020 (“FCRA Class Period”). The Court conditionally certifies and approves, for settlement
20 purposes only, a “5 Year FCRA Subclass” and a “2 Year FCRA Subclass.” The 5 Year FCRA
21 Subclass is defined as follows: All applicants for employment with Defendant in the United States for
22 whom Defendant procured a background check report at any time from April 17, 2014 to and including
23 April 16, 2017. The 2 Year FCRA Subclass is defined as follows: All applicants for employment with
24 Defendant in the United States for whom Defendant procured a background check report at any time
25 from April 17, 2017 through October 1, 2020, inclusive. Individuals falling within the definition of
26 the FCRA Class will be referred to as “Class Members.”

27 3. Shaun Setareh and Thomas Segal of Setareh Law Group (“Class Counsel”) shall
28 represent the FCRA Class for purposes of the Settlement in this Action. Any FCRA Class Member

1 may enter an appearance in the Action, at their own expense, either individually or through counsel of
2 their own choice. However, if they do not enter an appearance, they will be represented by Class
3 Counsel.

4 4. The Class Representative shall be Plaintiff Domenique Newman.

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

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

24 7. A Final Approval Hearing (the "Hearing") shall be held on _____, 2021 at
25 _____m. before the Honorable Patricia M. Lucas in Department 3 of the Superior Court. The
26 purpose of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved
27 by the Court as fair, reasonable, and adequate; (b) determine the reasonableness of Class Counsel's
28 request for attorneys' fees and costs; (c) determine the reasonableness of the Service Award

1 requested for Plaintiff; and (d) Order entry of Judgment in the Action, which shall constitute a
2 complete release and bar with respect the Released Claims described in Paragraph 13, below.

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

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

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

15 B. The Settlement Administrator shall mail the Class Notice within ten (10)
16 business days after receipt of the Class Information. The Settlement Administrator’s
17 duties will include:; establishing a URL to a website, maintained by the Settlement
18 Administrator that has links to the notice and the most important documents in the case;
19 preparing, printing, and mailing the Notice of Settlement to Class Members; receiving
20 and reviewing requests for exclusion, if any, submitted by Class Members; calculating
21 Individual Settlement Payments; providing weekly status reports to Defense and Class
22 Counsel; providing a due diligence declaration for submission to the Court prior to the
23 Final Approval Hearing; mailing Individual Settlement Payments to Class Members;
24 paying the Service Award, Class Counsel Fees Award, and Class Counsel Costs
25 Award; establishing a Qualified Settlement Fund, as defined by the Internal Revenue
26 Code; printing and providing Class Members, Plaintiff, and Class Counsel with IRS
27 Forms 1099 as required under this Settlement Agreement and applicable law; providing
28 a due diligence declaration for submission to the Court upon the completion of the

1 Settlement; providing Defense Counsel with an accounting of all checks issued and
2 cashed, sending Class Members a reminder postcard before the deadline to cash
3 settlement checks; transmitting funds to the approved *cy pres* beneficiary; and for such
4 other tasks as the Parties mutually agree. The Settlement Administrator shall keep the
5 Parties timely apprised of the performance of all Settlement Administrator
6 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
7 documents required by administration of this Settlement Agreement shall be prepared
8 by the Settlement Administrator. Any expenses incurred in connection with such
9 preparation shall be a Settlement Administration Cost.

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

19 11. FCRA Class Members who do not request exclusion may object to the Settlement
20 and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not
21 be approved, why Judgment in the Action should not be entered, and to present any opposition to the
22 application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed
23 Settlement, the FCRA Class Member may file with the Superior Court, 191 North First Street, San
24 Jose, California, 95113, a Notice of Objection and copies of any papers in support of his or her position
25 pursuant to the terms of the Stipulation within sixty (60) calendar days after the Settlement
26 Administrator mails the Notice of Settlement to FCRA Class Members.

27 Any FCRA Class Member who does not make his or her objection in the manner provided for
28 herein shall be deemed to have waived such objection and shall forever be foreclosed from making

1 any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation
2 or to the award of attorneys' fees and costs and expenses to Class Counsel unless otherwise ordered
3 by the Court.

4 12. The Court hereby preliminarily approves the definition and disposition of the Gross
5 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal
6 to One Hundred Seventy Thousand Dollars (\$170,000.00) which is inclusive of the payment of
7 attorneys' fees to Class Counsel not to exceed Fifty-Six Thousand Six Hundred Sixty-Six Dollars and
8 Sixty-Six Cents (\$56,666.66); Class Counsel's costs not to exceed Twenty Thousand Dollars
9 (\$20,000); the Settlement Administration Costs not to exceed Eleven Thousand Dollars (\$11,000.00);
10 the Net Settlement Amount to be distributed to FCRA Class Members who do not exclude themselves
11 from the Settlement; and the Class Representative Service Award to Plaintiff in the amount of Five
12 Thousand Dollars (\$5,000). The Court preliminarily approves the above distribution of the Gross
13 Settlement Amount, all subject to the Court's Final Approval of the Settlement.

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

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

1 and attorneys' fees and expenses, arising from or related to Reports ordered through and including the
2 date of the final settlement approval.

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

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

20 15. All papers in support of the Settlement and any application for reimbursement of
21 attorneys' fees and expenses, including any expenses associated with or incurred to the Settlement
22 Administrator, shall be filed by _____, 2021.

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

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

28 19. In the event: (i) the Court does not finally approve the Settlement as contemplated by

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

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

14 **IT IS SO ORDERED.**

15
16 Dated: _____

The Honorable Patricia M. Lucas
Judge of the Superior Court

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18 4844-2947-1210.2 / 087532-1002
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EXHIBIT 3

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Attorneys for Plaintiff,
DOMENIQUE NEWMAN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

DOMENIQUE NEWMAN, on behalf of
herself all others similarly situated,

Plaintiff,

v.

SMITH + NOBLE HOME, INC.,

Defendant.

Case No. 19CV346587

**[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 Dominique Newman (“Plaintiff” or “Class Representative”), individually, and on behalf
3 of all FCRA Class Members pursuant to California Code of Civil Procedure section 382 and California
4 Rule of Court 3.769. A Final Fairness Hearing was held on _____, 2021. The
5 Court, having considered the Motion, the submissions of the Parties relating to the proposed
6 settlement, any objections, the arguments of counsel at the Final Fairness Hearing, as well as the
7 pleadings and papers on file herein, is of the opinion that such Motion should be granted.

8 It is therefore ORDERED that the Joint Motion for Final Approval of Proposed Class
9 Settlement is GRANTED. Accordingly, it is further ORDERED, ADJUDGED and DECREED as
10 follows, and the Court makes the findings set forth below:

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

17 2. Preliminary Approval Order. On _____, 2021, the Honorable
18 Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Settlement,
19 Conditional Certification of Settlement Class, and Approval of Proposed Notice to Settlement Class
20 (“Preliminary Approval Order”). The Agreement was preliminarily approved pending the Final
21 Fairness Hearing. The Court also (a) conditionally certified the FCRA Class for settlement purposes;
22 (b) approved the form of and method of distribution of the Settlement Notice to the FCRA Class; (d)
23 appointed Dominique Newman as Class Representative for the FCRA Class; (e) appointed Shaun
24 Setareh and Thomas Segal of the Setareh Law Group as Class Counsel for the FCRA Class; and (f)
25 appointed American Legal Claims Services as the Settlement Administrator. The terms of and
26 findings made in the Preliminary Approval Order are adopted and incorporated into this Order.

27 3. Final Class Certification for Settlement Purposes. The Court finally certifies,
28 for settlement purposes only, the following class, to be known as the “FCRA Class,” which consists

1 of two subclasses as defined in the Agreement: the “5 Year FCRA Subclass” and the “2 Year FCRA
2 Subclass:”

3 “5 Year FCRA Sub-Class” means:

4 All applicants for employment with Defendant in the United States for whom
5 Defendant procured a background check report from April 17, 2014 to and including
6 April 16, 2017.

7 “2 Year FCRA Subclass” means:

8 All applicants for employment with Defendant in the United States for whom
9 Defendant procured a background check report from April 17, 2017 through October
1, 2020, inclusive.

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

- 12 (a) The FCRA Class appears so numerous that joinder of all members is
13 impracticable. The FCRA Class consists of approximately 500 members;
- 14 (b) There appear to be questions of law or fact common to the FCRA Class for
15 purposes of determining whether the settlement should be approved;
- 16 (c) The Class Representative’s claims for the alleged violations of the disclosure
17 provisions of the Fair Credit Reporting Act appear to be typical of the claims
18 of the FCRA Class; and
- 19 (d) The Class Representative and Class Counsel appear to be capable of fairly and
adequately protecting the interests of the FCRA Class Members in connection
with the proposed settlement.

20 5. Notice of Class Action Settlement to the FCRA Class. Pursuant to the
21 Preliminary Approval Order and the Agreement, the Class Notice was mailed to members of the FCRA
22 Class. The Court finds that the form, content, and method for notifying the FCRA Class comply with the
23 Preliminary Approval Order, meet the requirements of California Rule of Court, Rules 3.766 and 3.769
24 and all due process requirements; constituted notice that was reasonably calculated to apprise FCRA
25 Class Members of the pendency of the Action, the terms of the settlement and their rights under the
26 settlement, including, but not limited to, their right to object to or exclude themselves from the
27 proposed settlement and to appear at the Final Fairness Hearing; is the best notice practicable under the
28 circumstances and constitutes due and sufficient notice to all persons entitled to notice. The Court further
finds that the Settlement Administrator has complied with the Preliminary Approval Order and with the

1 requirements of and procedures under the Agreement for distribution of the Settlement Notice to the
2 FCRA Class.

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

7 7. Objections to Settlement. FCRA Class Members were also notified in the Class
8 Notice of their opportunity to object to the settlement by filing written objections with the Court. [REDACTED]
9 FCRA Class Members objected. [INSERT DETAILS ON OBJECTORS, IF ANY, AND COURT
10 RULINGS].

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

19 9. Payment to FCRA Class. In accordance with the Agreement, the Settlement
20 Administrator shall cause payment to be issued to FCRA Class Members who did not submit timely
21 and valid requests for exclusion pursuant to the terms for calculating Settlement Payments as set forth
22 in the Agreement. The Settlement Administrator shall mail settlement checks to FCRA Class
23 Members at their last known addresses via first class United States mail within fourteen (14) calendar
24 days of Defendants remitting the funds as set forth in Paragraph 39(e) of the Agreement.

25 10. Service Award to Plaintiff. Plaintiff has applied for a service payment as Class
26 Representative in the amount of \$5,000.00 (the "Service Award"). Plaintiff's requests for the Service
27 Award in the amount of \$ [REDACTED] is granted. In accordance with the Agreement, the Settlement
28

1 Administrator shall make this Services Award payment to Plaintiff, to be delivered to Class Counsel, in
2 accordance with the Agreement.

3 11. Attorneys' Fees to Class Counsel. Class Counsel has applied for an award of
4 attorneys' fees and costs incurred in this Action in the amount of \$56,666.66. The Court awards
5 \$ _____ to Class Counsel for attorneys' fees and \$ _____ for costs incurred in this Action. In
6 accordance with the terms of the Agreement, the Settlement Administrator shall make this payment to
7 Class Counsel.

8 12. Release of Claims by Plaintiff. By the Agreement, the General Release of All
9 Claims, this Final Approval Order, and the Final Judgment, Plaintiff has forever released, waived,
10 acquitted, and forever discharged Defendant and all their divisions, affiliated companies, parent
11 companies, holding companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
12 investors, successors and assigns, owners, officials, branches, partners, units, assigns, limited liability
13 companies or other organizations, members, managers, principals, heirs, representatives, accountants,
14 auditors, consultants, reinsurers, predecessors in interest, beneficiaries, executors, members, privies,
15 administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with
16 Defendant (collectively, "Released Parties") from any all claims released by the FCRA Class Members,
17 including any and all claims, obligations, demands, actions, rights, causes of action, and liabilities
18 against the Released Parties, of whatever kind and nature, character, and description, whether in law
19 or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance,
20 regulation, common law, or other source of law or contract, whether known or unknown, and whether
21 anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542
22 that could have been or are asserted based on Plaintiff's application for employment, employment
23 with, and separation from Defendant arising at any time for any type of relief, including, without
24 limitation, claims based on : (1) any alleged violations of the Fair Credit Reporting Act, 15 U.S.C. §
25 1681b et seq., the California Consumer Credit Reporting Agencies Act, the California Investigative
26 Consumer Reporting Agencies Act, California Business and Professions Code §§ 17200, *et seq.*, and
27 any other federal, state, or local law governing the procurement and use of background/credit checks;
28 (2) Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 2000e *et seq.*, the Civil Rights

1 Act of 1866, 42 U.S.C. § 1981, as amended; the Americans with Disabilities Act (“ADA”), 42 U.S.C.
2 § 12101 *et seq.*; the ADA Amendments Act; the Americans with Disabilities Amendments Act of
3 2008; the Family Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the California Family Rights Act; the
4 Equal Pay Act; the Lilly Ledbetter Fair Pay Act; the Employee Retirement Income Security Act; the
5 Occupational Safety and Health Act; the California Fair Employment and Housing Act, as amended,
6 Cal. Gov’t Code § 12900 *et seq.*; and the California Constitution; (3) violation of any public policy,
7 contract, tort, or common law claim including, but not limited to, wrongful discharge, retaliation,
8 harassment, discrimination, breach of contract, promissory estoppel, false imprisonment, intentional
9 infliction of emotional distress, invasion of privacy, fraud, duress, fraudulent misrepresentation,
10 negligent misrepresentation, defamation, negligence, assault, battery, unjust enrichment, money had
11 and received, and violation of public policy; (4) violation of the California Labor Code, any applicable
12 California Industrial Welfare Commission Wage Order, the Fair Labor Standards Act of 1938, as
13 amended, 29 U.S.C. §§ 201 *et seq.*; and any claims under state or federal law for wage and hour
14 violations including, but not limited to, claims for minimum wages, straight pay, overtime, overtime
15 premium pay, commissions, bonuses, expense reimbursement, meal period premium pay, rest period
16 premium pay, inaccurate wage statements, claim for vacation, sick pay, paid time off or other leave;
17 (5) all other known and unknown claims under any federal or state common law, statutory, or other
18 regulatory provision, now or hereafter recognized; and (6) all claims for attorneys’ fees and costs, to
19 the fullest extent permissible by law (including waiver of any and all rights and benefits conferred by
20 California Civil Code § 1542.

21 13. Release of Claims by FCRA Class Members. By the Agreement, this Final
22 Approval Order, and the Final Judgment, the FCRA Class Members who do not submit a timely and
23 valid opt-out form shall release the Released Parties to the fullest extent permitted by law from all
24 federal, state, and local claims, causes of action, demands, and obligations of any kind in law or equity,
25 whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that
26 could reasonably arise from facts alleged in the Action, relating in any way to, or arising out of,
27 background checks or reports, motor vehicle reports, reference checks, background investigations
28 and/or consumer reports or investigative consumer reports of any kind (collectively, “Reports”),

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

7 14. Dismissal of Action. The Court dismisses with prejudice Plaintiff's operative
8 claims, and any and all of Plaintiff's other claims, known or unknown, that were asserted, or could have
9 been asserted, against Defendant. The Court also dismisses with prejudice all claims of the FCRA Class.

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

16 16. Consent Order. The Court has considered the motion for consent order filed by
17 Defendant and hereby finds that the forms for disclosure and authorization of "consumer reports" and
18 "investigative consumer reports" in use by Defendant comply with the Fair Credit Reporting Act, 15
19 U.S.C. § 1681b(b)(2)(A) based on the current state of the law.

20 17. Jurisdiction. Without affecting the finality of the Final Judgment in any way,
21 pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction of matters relating to this
22 Order and the administration, interpretation, consummation, and enforcement of the Agreement.

23 18. Judgment is hereby entered whereby Plaintiff and all FCRA Class Members shall
24 take nothing from Defendant except as expressly set forth in the Agreement or this Judgment and Final
25 Approval Order.

26 19. A Compliance Hearing is set for [REDACTED], 2021, at __:00 __.m. in
27 Department 3 of this Court. Class Counsel shall submit a status report no later than [REDACTED], 2021.

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JUDGMENT SHALL BE AND HEREBY IS ENTERED.

Dated: _____, 2021

The Honorable Patricia M. Lucas
Judge of the Superior Court

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