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

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

Plaintiffs,

v.

INFLECTION RISK SOLUTIONS, LLC,

Defendant.

Case No.: 22-CIV-02954

**PLAINTIFFS' NOTICE OF
MOTION & MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned for All Purposes to Hon.
Don R. Franchi

Date: August 18, 2025
Time: 3:00 p.m.
Department: 15

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PLEASE TAKE NOTICE that Plaintiffs David Walker, Melissa Clark, and Benjamin Wilson (“Plaintiffs”) respectfully request that the Court enter an order granting final approval to the parties’ class action settlement. Defendant does not oppose the relief sought in this motion.

Plaintiffs’ Motion is based on this Notice of Motion and Motion, the Memorandum of Points & Authorities in Support thereof, the Declaration of Joseph C. Hashmall, the Declaration of the Settlement Administrator, the pleadings, files, and records on file herein.

BERGER MONTAGUE PC

Date: May 28, 2025

/s/Joseph C. Hashmall
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN MATEO**
12 **UNLIMITED CIVIL**

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14 BENJAMIN WILSON, individually and as
representatives of the Class,

15 Plaintiffs,

16 v.

17 INFLECTION RISK SOLUTIONS, LLC,

18 Defendant.

Case No.: 22-CIV-02954

**PLAINTIFFS' MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

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Hon. Don R. Franchi

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1 **INTRODUCTION**

2 Plaintiffs David Walker, Melissa Clark, and Benjamin Wilson (“Plaintiffs”),
3 individually and on behalf of the Settlement Class,¹ seek final approval of the proposed
4 Settlement Agreement with Defendant Inflection Risk Solutions, LLC (“Defendant”),
5 which resolves this Fair Credit Reporting Act (“FCRA”) class action. At the preliminary
6 approval stage, this Court found the settlement to be fair and worthy of preliminary
7 approval. (*See* Prelim. Approval Order.) The response from the Settlement Class
8 Members confirms the Court’s judgment. Notice has been sent out to 35,607 Settlement
9 Class Members. There are no objections and only three people have submitted timely opt
10 out requests. Thus, Plaintiffs request, and Defendant does not oppose, that the Court grant
11 final approval of the settlement.

12 **BACKGROUND**

13 The history of this litigation and settlement, and the claims involved, are set forth
14 in detail in Plaintiffs’ preliminary approval papers and Plaintiffs’ motion for attorneys’
15 fees, costs, and class representative service payments, which are incorporated herein by
16 reference and, therefore, will be only briefly summarized here.

17 **I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY.**

18 Plaintiffs filed their initial class action complaint on July 20, 2022, in the Superior
19 Court of California, County of San Mateo, alleging violations of the FCRA and of Cal.
20 Civ. Code § 1786.20 and Cal. Bus. & Prof. Code § 17200 by Defendant for failing to
21 maintain and follow reasonable procedures to assure maximum possible accuracy in the
22 reports it furnished on consumers. (*See* Compl.) On August 25, 2022, Plaintiffs filed the
23 First Amended Complaint, adding Plaintiff Clark (nèe Ross), and clarifying class
24 allegations under the same statutory provisions. (*See* First Am. Compl.) On November
25

26 ¹ Unless otherwise explicitly defined herein, all capitalized terms have the same meanings
27 as those set forth in the parties’ Settlement Agreement (“SA”), attached as Ex. 1 to the
28 Declaration of E. Michelle Drake in Support of Motion for Preliminary Approval of Class
Action Settlement.

1 10, 2022, Defendant filed a General Denial of the First Amended Complaint allegations.
2 (*See Gen. Denial.*)

3 The parties then commenced informal exchanges of information, and Defendant
4 provided data samples which Plaintiffs reviewed and analyzed. This analysis was a
5 complex multi-step process, wherein the Plaintiffs received an initial data set from
6 Defendant. Plaintiffs then engaged in extensive meet and confers with Defendant
7 regarding the meaning of the data and the availability of additional data. Based on these
8 meet-and-confers, Defendant produced a supplemental data set. Plaintiffs then analyzed
9 the initial data and the supplemental data, comparing those data sets to public record data,
10 and consulting with experts regarding the data sets and how they could be used and
11 reviewed on a class-wide basis. Armed with this information, the parties participated in a
12 full day mediation with third party neutral Lou Peterson, Esq. on August 17, 2023. While
13 the case did not settle at mediation, the parties continued to have fruitful arms' length
14 negotiations through counsel over the next months, and on March 7, 2024, a binding
15 Terms Sheet was fully executed.

16 On March 29, 2024, by the parties' agreement, Plaintiffs filed the Second
17 Amended Complaint, re-asserting the prior allegations, narrowing and clarifying the class
18 allegations to one class in alignment with the settlement terms, and removing prior named
19 plaintiffs who settled with Defendant individually, and adding Plaintiff Wilson. (*See*
20 *Second Am. Compl.*)

21 As alleged in the Second Amended Complaint, the claims in this case are
22 regarding Defendant's inaccurate reporting of criminal histories due to its failure to
23 employ reasonable procedures to ensure maximum possible accuracy in its reporting.
24 Specifically, Plaintiffs allege that Defendant used loose matching criteria that failed to
25 exclude matches to sex offender registries and criminal record databases even when the
26 consumer's and the offender's date of birth and address information were different.
27 (*Second Am. Compl.* ¶¶ 1-9.)

28 Defendant raised numerous defenses during litigation. Among other things,

1 Defendant asserted that even if there were any FCRA violations, which it contended there
2 were not, those violations were not willful, thus foreclosing recovery of statutory
3 damages, as well as contested that a class was certifiable in litigation. Defendant also
4 raised concerns about the ease with which information in a public record could be
5 compared, using automated means, to information submitted by an applicant. For
6 example, Defendant pointed out that many public records contain both aliases and
7 multiple dates of birth that have been used by the convicted individual. Although
8 Plaintiffs do not concede that they agree with any of the defenses asserted by Defendant,
9 Plaintiffs acknowledge that, based on the defenses asserted by Defendant, there was a
10 recognizable risk to the Plaintiffs, as well as the Settlement Class Members, that their
11 claims could fail on the merits.

12 On December 27, 2024, this Court preliminarily approved the Settlement
13 Agreement and authorized the dissemination of Notice to the Settlement Class. (Prelim.
14 Approval Order.)

15 **II. RELIEF TO CLASS MEMBERS.**

16 The Settlement Class is defined to encompass:

17 Name & DOB Match Group:

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

23 SOR Reports Group:

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

26 Successful Disputes Group:

27 All consumers who were (1) subject to at least one SOR Report from July
28 20, 2020 to May 30, 2024; (2) where Inflection's records pertaining to
disputes contain codes that Inflection reasonably believes indicate that the

1 consumer may have disputed with Inflection that the sex offender registry
2 record in the SOR Report did not belong to them; and (3) by the date of
3 preliminary approval, Inflection's records reflect that the consumer's
4 dispute of the SOR Report was successful.

5 (SA ¶ 23; Prelim. Approval Order at ¶ 3.)

6 The Name & DOB Match Group contained 2,901 individuals, the SOR Reports
7 Group contained 32,380 individuals, and the Successful Disputes Group contained 326
8 individuals. (Declaration of Settlement Administrator ("Admin. Decl.") ¶ 3.) Settlement
9 Class Members who did not opt out will release all claims arising out of or relating
10 directly or indirectly to the facts alleged or which could have been alleged in the operative
11 complaint in this matter. (SA ¶ 23.)

12 In consideration for the release of the Settlement Class Members' claims,
13 Defendant will pay \$1,765,000 to the Settlement Class as part of a common settlement
14 fund. (*Id.* ¶ 22.) In no circumstance will any portion of this fund revert to the Defendant.
15 (*Id.* ¶ 32.) After any Court-approved deductions for attorneys' fees, costs, settlement
16 administration costs, and Class Representative service awards, the entire remaining fund
17 will be distributed such that Successful Dispute Group Members will each be entitled to
18 an automatic payment of \$1,500, and the balance will then be distributed *pro rata* to those
19 SOR Reports and Name & DOB Match Group Members who returned timely, valid claim
20 forms, with payments capped at \$1,500. (*Id.* ¶ 28.) The *pro rata* payments are currently
21 expected to be approximately \$1,400, as there are 499 valid claims submitted as of the
22 date of this filing for these Groups, and assuming the fees, costs, and service payments are
23 granted as requested.

24 Should any funds remain after the close of the check cashing period, if sufficient
25 funds remain to allow for a *pro rata* redistribution to the Class, those funds will be so
26 distributed. (*Id.* ¶ 32.) If funds still remain, then those funds will be requested to be
27 donated evenly to the parties' designated charitable *cy pres* recipients, Bay Legal, Defy
28 Ventures, and Breakthrough Colorado. (*Id.*) These organizations, which are dedicated to
providing legal services to the underserved and helping individuals with criminal records

1 reintegrate, meet the requirements of Cal. Civ. Code § 384(b), as they are advocacy
2 organizations, aimed at social inequalities, and provide representation to those who would
3 not normally have access to the justice system.

4 **III. NOTICE AND CLASS MEMBER REACTION.**

5 On February 5, 2025, the Settlement Administrator sent the court-approved
6 Notices. (Admin. Decl. ¶ 4.) A total of 35,607 Notices were sent via email and mail, and
7 if they were returned undeliverable, the Administrator remailed to forwarding addresses,
8 utilizing publicly-available databases to find alternate addresses if not already provided by
9 the USPS, for a 87.9% average successful delivery rate across the Groups. (*Id.* ¶ 6.) On
10 April 30, 2025, the Administrator sent a reminder Notice to the class members who had
11 not submitted a Claim Form from the Name & DOB Match and SOR Reports Groups.
12 (*Id.* ¶ 4.)

13 The Administrator also caused the Settlement Website to go live on February 5,
14 2025. The Settlement Website provided class members with general information about
15 the settlement, court documents, copies of the Notices, and important dates and deadlines.
16 (*Id.* ¶ 7.) The Website also allowed Name & DOB Match and SOR Reports Groups
17 Members to submit their Claim Forms online. (*Id.*) Also, on February 5, 2025, the
18 Administrator established an IVR telephone line, which provided responses to frequently
19 asked questions. (*Id.* ¶ 8.)

20 2,199 SOR Reports Group Members returned Claim Forms as of May 27, 2025,
21 with the deadline to submit having passed on May 21, 2025. (*Id.* ¶ 9.) 23 of those Claim
22 Forms were later withdrawn by the claimants. (*Id.*) In accordance with the Settlement
23 Agreement, Class Counsel reviewed each SOR Reports Group claim submission,
24 searching public sex offender registry records for a given claimant's personally
25 identifying information to verify if a claim was valid or not. (Declaration of Joseph C.
26 Hashmall ("Hashmall Decl.") ¶¶ 3-9.) Ultimately, 310 SOR Reports Group claims have
27 been determined valid, to date. (*Id.* ¶ 9.) Class Counsel have until June 20, 2025 to
28 complete their review and validity determinations, but Counsel do not expect the total

1 has broad discretion in making that determination and may consider all relevant factors
2 including the strength of the plaintiff's case; the likelihood of potential recovery; the risk,
3 expense and likely duration of further litigation; the amount offered in settlement; the
4 extent of discovery and stage of the proceedings; the experience and opinion of counsel;
5 and the reaction of class members to the settlement. *See Wershba*, 110 Cal. Rptr. 2d at
6 162. Because of the strong judicial policy favoring the settlement of class actions, there is
7 a presumption of fairness when: (1) the settlement is reached through arms-length
8 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
9 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
10 objectors is small. For the reasons set forth below, the settlement here warrants final
11 approval. *Id.*; *Dunk*, 56 Cal. Rptr. 2d at 488.

12 On final approval, the Court must also consider whether the class can be certified
13 for the purpose of settlement. The class certification requirements were addressed at
14 length in the preliminary approval papers, and the Court has held that those requirements
15 are satisfied, for settlement purposes (Prelim. Approval Order at ¶¶ 3-4), so they are not
16 further addressed in this brief.

17 **I. THE SETTLEMENT TERMS ARE FAIR, REASONABLE, AND ADEQUATE.**

18 **A. The Settlement Provides a Substantial Recovery for the Class.**

19 As set forth in Plaintiffs' preliminary approval memorandum and motion for
20 attorneys' fees, costs, and class representative service payments, the settlement provides a
21 substantial benefit for the Settlement Class, especially in light of Defendant's potential
22 defenses, and the number of procedural hurdles Plaintiffs would have faced to achieve a
23 final judgment.

24 Plaintiffs filed their case seeking statutory damages under the FCRA, which
25 provides for statutory damages of between \$100 and \$1,000 for each willful violation. 15
26 U.S.C. § 1681n(a)(1). If the Court grants the requested fees, costs and service payments,
27 based on the claims rates, the payouts will be approximately \$1,400 for each of the Name
28 & DOB Match Group and SOR Reports Group Class Members who returned valid claim

1 forms, and the Successful Disputes Group Class Members are to each receive \$1,500.
2 This is an exceptional result and weighs strongly in favor of settlement approval.

3 A recovery of a meaningful percentage of the likely award if the claims had
4 proceeded all the way through final judgment is a significant result. *See City of Detroit v.*
5 *Grinnell Corp.*, 495 F.2d 448, 455 n.2 (2d Cir. 1974) (“[T]here is no reason, at least in
6 theory, why a satisfactory settlement could not amount to a hundredth or even a
7 thousandth part of a single percent of the potential recovery.”), *abrogated on other*
8 *grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000); *In Re Toys R*
9 *Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D.
10 438, 453-54 (C.D. Cal. 2014) (“Viewed from the perspective of each class member, had
11 the class member sued Toys individually and proved that it acted wil[l]fully, he or she
12 could have recovered between \$100 and \$1,000 in statutory damages. . . . A \$5 or \$30
13 award, therefore, represents 5% to 30% of the recovery that might have been obtained.
14 This is not a *de minimis* amount. Given the likelihood that plaintiffs would have been
15 unable to prove actual damages and the risk that they would have been unable to prove
16 willfulness and recover any damages at all, the court finds that the amount of the
17 settlement weighs in favor of approval.”).

18 The settlement amount is better than many of those achieved in settlements that
19 have been approved in cases raising similar claims. *See, e.g., Saylor v. Realpage*, No.
20 1:22-cv-00053, ECF No. 109 (E.D. Va. 2022) (approving FCRA settlement regarding
21 inaccurate sex offender records with base payment for class members of roughly \$399);
22 *Brown v. On-Site*, No. 20-cv-482, ECF No. 82 (E.D. Va.) (case alleging similar §1681e(b)
23 claims where net automatic payments were approximately \$473); *Patel v. Trans Union,*
24 *LLC*, No. 14-522, 2018 WL 1258194, *1 (N.D. Cal. Mar. 11, 2018) (settlement of
25 inaccurate reporting claims provided for automatic payments of \$400); *Feliciano v.*
26 *CoreLogic SafeRent, LLC*, No. 17-5507 (S.D.N.Y.) (settlement of inaccurate reporting
27 claims, providing \$450 each for 1,921 class members); *Brown v. Corelogic*, No. 3:20-cv-
28 363 (E.D. Va.) (settlement of \$8,250,000 for approximately 8,250 class members);

1 *Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-498, ECF No. 46 at 15, ECF No. 49
2 (S.D. Cal 2023) (preliminary approval of settlement regarding deceased reporting where
3 claiming class members are expected to receive roughly \$600); *McAfee v. CIC Mortgage*
4 *Credit, Inc.*, No. 3:22-cv-772, ECF No. 40 at 3, ECF No. 44 (E.D. Va. 2023) (preliminary
5 approval of settlement where claiming class members are expected to receive roughly
6 \$525); *Roe v. IntelliCorp Records, Inc.*, No. 12-2288, ECF No. 139 (N.D. Ohio June 5,
7 2014) (final approval of settlement of alleged inaccurate reporting, and other FCRA
8 claims, providing for \$50-\$270 net per class member); *Ryals v. HireRight Sols. Inc.*, No.
9 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (final approval of settlement involving
10 §1681e(b) claims, providing \$15-\$200 gross per class member recovery); *Ori v. Fifth*
11 *Third Bank, Fiserv, Inc.*, No. 08-432, ECF No. 217 (E.D. Wis. Jan. 10, 2012) (final
12 approval of settlement of alleged inaccurate mortgage loan reporting, claims-made, each
13 claimant receiving approximately \$55); *Speers v. Pre-Employ.com, Inc.*, No. 13-1849,
14 ECF No. 83 (D. Or. Feb. 10, 2016) (final approval of settlement of failure to maintain
15 strict procedures when reporting adverse public record information, resulting in
16 approximately \$153 net per class member); *Villafior v. Equifax Info. Servc. LLC*, No. 09-
17 329, ECF No. 177 (N.D. Cal. May 3, 2011) (final approval of settlement of §1681e(b)
18 claims, providing credit monitoring for class members with a retail value of \$155).

19 The differences in recovery between Groups and the requirement for a claim form
20 for some Groups is also permissible. A claim form was required here for the SOR Reports
21 and Name & DOB Match Group Members to ensure that the record reported about them
22 was, in fact, not theirs. That is, in order to recover under the settlement, members of those
23 Groups had to make clear that they are not in fact the party in the criminal or sex offender
24 record that Defendant reported about them. This is reasonable, as it ensures that only
25 those entitled to compensation receive it. Members of the Successful Disputes Group, in
26 contrast, have already undertaken the work to establish that the record reported about
27 them was, in fact, not theirs – they filed disputes with Defendant doing exactly that and
28 there would be no purpose in requiring them to undertake that process again. Further, it is

1 reasonable to ensure that those who contemporaneously undertook the process of
2 correcting their reports receive the maximum compensation under the settlement – those
3 individuals presumptively were harmed and/or upset by the error, as demonstrated by the
4 effort they put into correcting it.

5 Taken all together, the gross recovery, the per-class member recovery, and the
6 method of distributing the settlement proceeds are all fair and reasonable and warrant final
7 settlement approval.

8 **B. There Were Significant Risks to Recovery.**

9 There were a number of specific risks that Plaintiffs faced that could have resulted
10 in no recovery whatsoever. These risks are detailed in Plaintiffs’ preliminary approval
11 memorandum and motion for fees, costs, and class representative service payments, but
12 are briefly restated here.

13 Litigation to judgment before a jury carries intangible risks with which the Court is
14 certainly familiar. In this case, Plaintiffs faced not only the generic litigation risk that is
15 present in any case, but also specific risks on issues for consideration by this Court in its
16 evaluation of the fairness of the settlement.

17 Plaintiffs faced significant risk on the issue of willfulness. A FCRA plaintiff can
18 recover statutory damages only where the defendant has acted willfully. 15 U.S.C. §
19 1681n(a)(1). Plaintiffs expect that if this matter had been litigated to judgment, Defendant
20 would have hotly contested the question of willfulness. Establishing that there were errors
21 in Defendant’s reporting is not sufficient to establish that Defendant had unreasonable
22 procedures: Plaintiffs would need to point to systemic issues in the way that Defendant
23 matched individuals with criminal and sex offender records, prove that those issues
24 amounted to unreasonable procedures, and prove that Defendant’s alleged failure to enact
25 reasonable procedures was willful. *See Chakejian v. Equifax Info. Servs., LLC*, 275
26 F.R.D. 201, 212 (E.D. Pa. 2011) (proving willfulness in FCRA case was “a high hurdle to
27 clear,” was a factor weighing in favor of settlement approval).

28 Plaintiffs also faced risks at class certification, specifically with respect to

1 ascertaining the class membership. Here, the use of a claim form allowed members of the
2 Name & DOB Match and SOR Reports Groups to self-identify as individuals to whom a
3 criminal or sex offender record was wrongly attributed. Outside of the settlement context,
4 that proposition becomes much more difficult. While Plaintiffs believe that mismatches
5 can largely be identified on a systematic basis, that public records could be admitted
6 wholesale and serve as the subject of expert and summary witness testimony, and that any
7 remaining individualized issues would not have predominated in the litigation, Plaintiffs
8 recognize that, in the unique factual context of this case, Plaintiffs' proposed
9 methodologies for identifying affirmative mismatches, on a class basis, was one which the
10 Court might have rejected (or substantially modified) on a contested motion.

11 Given these risks, and the attendant delays that would have impacted any
12 judgment, the settlement represents a meaningful result for the Class and should be
13 approved.

14 **C. The Proposed Settlement Was Reached After Substantial Discovery,**
15 **and Arms-Length Negotiations Between Experienced Counsel.**

16 As detailed above, the settlement was reached after an all-day mediation session
17 with Lou Peterson, an experienced class action mediator, and after substantial discovery.
18 Both Plaintiffs and Defendant are represented by counsel who have significant experience
19 in class action litigation and settlements, and in FCRA cases in particular. Counsel for the
20 parties have litigated numerous class action cases involving claims brought under the
21 FCRA. Class Counsel in particular have successfully litigated over forty FCRA class
22 actions, and are recognized nationally as FCRA experts. *See* www.bergermontague.com,
23 Bios of E. Michelle Drake, Joseph C. Hashmall. The judgment of Class Counsel is
24 entitled to deference. *See Kullar v. Foot Locker Rental, Inc.*, 85 Cal. Rptr. 3d 20, 31 (Ct.
25 App. 1998) ("The court [] should give considerable weight to the competency and
26 integrity of counsel and the involvement of a neutral mediator in assuring itself that a
27 settlement agreement represents an arm's length transaction entered without self-dealing
28 or other potential misconduct.").

1 **D. The Class Has Reacted Favorably to the Settlement.**

2 Of the approximately 35,607 Class Members, only three timely requested to opt
3 out, and none have objected. These numbers decidedly weigh in favor of final approval.
4 *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 102 Cal. Rptr. 2d 777, 788
5 (Ct. App. 2000) (describing class reaction as “overwhelmingly positive” where 80 out of
6 5,454 class members opted out and 9 class members objected).

7 Moreover, out of the 35,281 members of the Name & DOB Match and SOR
8 Reports Groups, the valid claims rate in this case reached approximately 6.5% for the
9 Name & DOB Match Group, and approximately 1% for the SOR Reports Group. This
10 also supports final approval.

11 The lower claims rate for the SOR Reports Group was expected, as noted in the
12 preliminary approval papers (*see* Mem. ISO Prelim. App. at 11-12; Supp. Mem. ISO
13 Prelim. App. at 6-7). The parties anticipated that not every member of the SOR Reports
14 Group would be eligible to submit a valid claim. If all claimants had been considered
15 valid, the rate would have been 6.7%, but following claims review, only 310 of the
16 received claims were determined valid (Hashmall Decl. ¶ 9), and thus the valid claims rate
17 is lower (lower as well as this is calculated with a denominator which includes *all*
18 potential SOR Reports Group claimants, valid, invalid, and those that did not ultimately
19 return claims at all).

20 Even in light of the SOR Reports Group valid claims rate being lower, the claims
21 rates in this settlement are still in line with rates that are commonly found to support
22 approval of the corresponding settlement. *See Zepeda v. PayPal, Inc.*, No. 10-cv-1668,
23 2017 WL 1113293, at *15-16 (N.D. Cal. March 24, 2017) (finding in consumer protection
24 case that a 3.8% claims rate indicated that the email “notice process has been remarkably
25 successful – and the Settlement Class’s reaction to the Settlement has been
26 overwhelmingly positive.”); *Tait v. BSH Home Appliances Corp.*, No. 10-cv-0711, 2015
27 WL 4537463, at *8 (C.D. Cal. July 27, 2015) (approving settlement with 3% claims rate);
28 *Touhey v. U.S.*, No. 08-cv-01418, 2011 WL 3179036, at *7-8 (C.D. Cal. July 25, 2011)

1 (approving settlement with 2% claims rate); *Schneider v. Chipotle Mexican Grill, Inc.*,
2 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving class action with a 0.83% claims rate);
3 *Theodore Broomfield v. Craft Brew Alliance, Inc.*, 2020 WL 1972505, at *7 (N.D. Cal.
4 Feb. 5, 2020) (approving settlement with response rate of “about two percent”); *Bostick v.*
5 *Herbalife Int’l of Am., Inc.*, No. CV 13-2488 BRO, 2015 WL 12731932, at *27 (C.D. Cal.
6 May 14, 2015) (approving settlement with “response rate of less than 1%”); *Sullivan v.*
7 *DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (en banc) (noting evidence that
8 claims rates in consumer class settlements “rarely” exceed 7%, “even with the most
9 extensive notice campaigns”).

10 Paired with the paucity of opt outs and objections, the reaction from the Class can
11 thus be viewed as overall positive and thus the settlement should receive final approval.

12 **II. THE COURT SHOULD GRANT CLASS COUNSEL’S REQUESTS FOR ATTORNEYS’**
13 **FEEs, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENTS.**

14 On May 7, 2025, Class Counsel filed their motion for attorneys’ fees, costs, and
15 class representative service payments. The motion seeks 25% of the settlement fund
16 (\$441,250.00) for fees, \$11,769.94 as reimbursement for out-of-pocket expenses, \$97,991
17 in settlement administration expenses, and Class Representative Service Payments of
18 \$5,000 for each Named Plaintiff (for a total of \$15,000). The motion and related filings
19 were placed on the Settlement Website shortly after filing and there were no objections to
20 the requests made in the motion. The motion for fees, costs, and class representative
21 service payments should be granted.

22 **CONCLUSION**

23 Based on the foregoing, the Court should grant final approval to the proposed
24 settlement.

25 BERGER MONTAGUE PC

26 Date: May 28, 2025

27 /s/Joseph C. Hashmall
Joseph C. Hashmall (*pro hac vice*)

28 ATTORNEYS FOR PLAINTIFFS

1 Joshua P. Davis, SBN 193254
jdavis@bm.net
2 BERGER MONTAGUE PC
505 Montgomery Street, Suite 625
3 San Francisco, CA 94111
T. 415.689.9292; F. 215.875.4604

4 E. Michelle Drake, *pro hac vice*
Joseph C. Hashmall, *pro hac vice*
5 BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
6 Minneapolis, MN 55413
T. (612) 594-5999; F. (612) 584-4470
7 emdrake@bm.net; jhashmall@bm.net

8 *Attorneys for Plaintiffs*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN MATEO**
11 **UNLIMITED CIVIL**

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

14 Plaintiffs,

15 vs.

16 INFLECTION RISK SOLUTIONS, LLC,

17 Defendant.

Case No. 22-CIV-02954

**DECLARATION OF JOSEPH C.
HASHMALL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned for All Purposes to Hon. Don R.
Franchi

Date: August 18, 2025

Time: 3:00 p.m.

Department: 15

20
21 I, Joseph C. Hashmall, declare as follows:

- 22 1. I am one of Class Counsel in the above-captioned matter.
- 23 2. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class
24 Action Settlement.
- 25 3. Following the sending of Notice, the Settlement Administrator and the parties
26 coordinated to place all SOR Reports Group claims received in a shared secure spreadsheet.
- 27 4. Defendant's Counsel coordinated the updating of any reported data as needed, and
28

1 Class Counsel then reviewed each claimant's submitted data for validity.

2 5. This review involved looking up each claimant's personally identifying information
3 on the publicly available sex offender registry for the state provided by Defendant's Counsel as
4 having had the record the claimant was reported as matched to.

5 6. If Class Counsel located the claimant on that given state's sex offender registry by
6 a combination of full name, date of birth, address, and/or matching image from provided drivers'
7 license from the claimant, the claim was marked as Invalid, as that indicated the claimant was in
8 fact on the sex offender registry, and thus Defendant's report stating the same was not inaccurate.

9 7. If Class Counsel did not locate the claimant on the given state's sex offender registry,
10 the publicly available national online sex offender registry was also searched. If the claimant was
11 found through that search, by a combination of full name, date of birth, address, and/or matching
12 image from provided drivers' license, the claim was marked as Invalid.

13 8. If Class Counsel did not locate the claimant through either the given state or the
14 national sex offender registries, the claim was marked as Valid.

15 9. As of May 27, 2025, 2,201 SOR Reports Group claims were received. Nine of these
16 were received after the deadline, and twenty-one were withdrawn by the claimants after submission.
17 149 are still in the process of being reviewed by Counsel (as we have until June 20, 2025 to complete
18 the review process). Of the reviewed, not withdrawn, and not late, claims, as of May 27, 2025, 310
19 claims were determined Valid.

20 10. Defendant's Counsel have had the opportunity to review Class Counsel's
21 determinations and took no issue with them.

22 11. Class Counsel will provide final SOR Reports Group claim validity numbers
23 following the deadline to complete review, well in advance of the Final Approval Hearing.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on the 28th day of May, 2025, at Minneapolis, Minnesota.

27 /s/Joseph C. Hashmall _____
28 Joseph C. Hashmall

1 Joshua P. Davis, SBN 193254
jdavis@bm.net
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6 Minneapolis, MN 55413
T. (612) 594-5999; F. (612) 584-4470
7 emdrake@bm.net; jhashmall@bm.net

8 *Attorneys for Plaintiffs*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN MATEO**
11 **UNLIMITED CIVIL**

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

14 Plaintiffs,

15 vs.

16 INFLECTION RISK SOLUTIONS, LLC,

17 Defendant.

Case No. 22-CIV-02954

**DECLARATION OF SETTLEMENT
ADMINISTRATOR**

Assigned for All Purposes to Hon. Don R.
Franchi

Date: August 18, 2025

Time: 3:00 p.m.

Department: 15

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

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

Plaintiffs,

Case No. 22-CIV-02954

-vs.-

INFLECTION RISK SOLUTIONS, LLC,

Defendant.

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Snehal Indra, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”). ALCS was selected by the Court to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Amended Settlement Agreement and Release, and the Order Preliminarily Approving Class Action Settlement. I was responsible for overseeing the dissemination of Notice of Settlement (“Notice”) to class members, claims processing, exclusion processing, and all other matters required as Settlement Administrator.
3. **Class List Receipt and Processing:** On January 15, 2025, ALCS received the mailing list (“Class List”) from counsel for the Defendant containing the following class members separated into the following subclasses:
 - SOR List: 49,688 rows of records
 - Name & DOB List: 4,330 rows of records
 - Successful Dispute List: 370 rows of records

ALCS reviewed and processed the data. A field named “AddressesFoundOnReports”, which had some addresses embedded within it that were extracted. Over 13,000 records were blank or Null in this field. ALCS skiptraced records based on name and date of birth to update and append mailing addresses and email addresses. After deduping based on name and date of birth, the final class list number are:

- SOR List: 32,380
- Name & DOB List 2,901
- Successful Dispute List: 326

Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

4. **Initial Class Notice:** On February 5, 2025, ALCS sent the Notice to the SOR Subclass Group, the DOB Subclass Group and the Successful Dispute Subclass group via postcard and email. The following quantities of notices were sent:

- SOR Group: 32,380 (attached hereto as Exhibit A)

Email Delivered - No USPS	3,316
Email Delivered - USPS Mailed	16,706
No Email - USPS Mailed	8,137
No Notice - No Notice	4,221

- DOB Group: 2,901 (attached hereto as Exhibit B)

Email Delivered - No USPS	80
Email Delivered - USPS Mailed	758
No Email - USPS Mailed	1,791
No Notice - No Notice	272

- Successful Disputes Group: 326 (attached hereto as Exhibit C)

Email Delivered - No USPS	141
Email Delivered - USPS Mailed	158
No Email - USPS Mailed	18
No Notice - No Notice	9

On April 30, 2025, ALCS sent the reminder notice to those who had not yet filed a claim. The reminder notice was sent to both the SOR (attached hereto as Exhibit D) and DOB (attached hereto as Exhibit E) Subclass groups that had an email address. For those that did not have a valid email, a reminder postcard was sent via US Mail.

5. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the mail included an updated address provided by the USPS (“FOE”). For these, the class member addresses were updated, and the Notice were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of Notices mailed, 4,491 pieces were returned by USPS as of the date of this declaration. 125 pieces were remailed to updated addresses.
6. **Noticing Campaign Summary:** The following is a summary of the notice results, as of the date of this Declaration:

- SOR Group: 32,380 (attached hereto as Exhibit A)

Email Delivered - No USPS	5,363
Email Delivered - USPS Delivered	14,659
No Email - USPS Delivered	7,226
Notice Deemed Undelivered	5,132
Total Deemed Delivered	27,248
% Deemed Delivered	84.1%

- DOB Group: 2,901 (attached hereto as Exhibit B)

Email Delivered - No USPS	239
Email Delivered - USPS Delivered	599
No Email - USPS Delivered	1,571
Notice Deemed Undelivered	492
Total Deemed Delivered	2,409
% Deemed Delivered	83.00%

- Successful Disputes Group: 326 (attached hereto as Exhibit C)

Email Delivered - No USPS	141
Email Delivered - USPS Delivered	158
No Email - USPS Delivered	18
Notice Deemed Undelivered	9
Total Deemed Delivered	315
% Deemed Delivered	96.60%

7. **Website:** ALCS created a case website www.walkerfcra.com that provided further information as stated in the Notice. The website contained sections for Important Court Documents, Key Dates and FAQs. Class members had an opportunity to update their address and/or submit their claim online for submission.
8. **Toll-Free Telephone.** ALCS established a toll-free telephone line (800-501-0370) for Class members to contact with questions about the settlement or update their address.
9. **Claims:** The Notice instructed class members in the SOR or DOB Groups, who wish to receive a settlement check, must upload on the website or mail (postmark) the claim form to the Settlement Administrator by no later than May 21, 2025. The claim form was included with the email notice and the settlement website was listed on the postcard notice. As of this date of the declaration we have received 2,399 claims total.

ALCS received 2,199 claims in the SOR Group. 23 of those claims were withdrawn by the class member. The Parties are in the process of determining the validity of the remaining SOR claims.

ALCS received 200 claims in the Name & DOB Group and has determined that 189 claims are valid. 11 claims are still being validated.

10. **Exclusions:** The Notice instructed those who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt out request must be postmarked by May 21, 2025. As of the date of this declaration, we have received 3 requests for exclusions for this case (attached hereto as Exhibit F).
11. **Objections:** The Notice informed class members who wish to object to the settlement to file their written objection with the Court by May 21, 2025. I am not aware of any objections being filed with the Court as of the date of this declaration.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on May 27, 2025, in Jacksonville, Florida.



Snehal Indra

Exhibit A

COURT AUTHORIZED
LEGAL NOTICE

This is a summary of your rights under a class action settlement.
More information, including the long form notice and other important documents are available at
www.walkerfcrasettlement.com.

You need to submit a Claim Form to receive payment.
You can file one at
www.walkerfcrasettlement.com
or scan this QR code with your phone:



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

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

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

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

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

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, **you must fill out a claim form** to receive a payment. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment.

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

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything. If you are a member of the Name & DOB Match or SOR Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.walkerfcrsettlement.com by **MAY 21, 2025**. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

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

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by **MAY 21, 2025**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by **MAY 21, 2025**.

From: Walker v Inflection Risk Settlement Administrator

Subject: Important notice of your rights in a class action settlement – Walker v. Inflection

[fname] [lname]

Notice ID: [noticeid]

[addrline1]

PIN: [pin]

[addrcity] [addrstate] [addrzip]

SUPERIOR COURT OF CALIFORNIA

SAN MATEO COUNTY

A COURT AUTHORIZED THIS NOTICE

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

In order to receive a payment, you must complete a Claim Form by May 21, 2025.

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

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

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

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

Am I a Class Member?

1. Defendant’s records indicate you are a Class Member. The Class includes all individuals who are members of the following Groups:

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2)

which included a criminal record attributed to the consumer; and (3) the consumer's first name, last name, and date of birth provided to Inflection to conduct the consumer's screening as indicated on the report did not match the first name, last name, and date of birth fields included on the report for the criminal record. For avoidance of doubt, this means that all of the identified fields did not match.

SOR Reports Group:

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

Successful Disputes Group:

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

You are part of the SOR Reports Group of the Settlement Class. In order to be eligible to receive a payment, you must file a fully-completed Claim Form by **MAY 21, 2025**. You can complete one online at www.walkerfcrasettlement.com.

What Can I Get?

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

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

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

What Are My Options?

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

(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by **May 21, 2025**, that includes a signed and dated statement that you want to be excluded from the Class in *Walker v. Inflection Risk Solutions, LLC* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

(3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than **May 21, 2025**, as well as filed with the Clerk of Court by that date. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.walkerfcrasettlement.com.

Who Represents Me?

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

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on **July 28, 2025 at 3:00 pm**. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative service awards, and determine whether the Settlement should be approved.

How Do I Get More Information?

For more information, including the full Notice, and Settlement Agreement, go to www.walkerfcrasettlement.com, or contact the Settlement Administrator at Walker v Inflection Risk, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

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

Questions – call toll-free 800-501-0370 or visit www.walkerfcrasettlement.com

Exhibit B

COURT AUTHORIZED
LEGAL NOTICE

This is a summary of your rights under a class action settlement.
More information, including the long form notice and other important documents are available at
www.walkerfcrsettlement.com.

You need to submit a Claim Form to receive payment.
You can file one at
www.walkerfcrsettlement.com
or scan this QR code with your phone:



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

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From: Walker v Inflection Risk Settlement Administrator

Subject: Important notice of your rights in a class action settlement – Walker v. Inflection

[fname] [lname]

Notice ID: [noticeid]

[addrline1]

PIN: [pin]

[addrcity] [addrstate] [addrzip]

SUPERIOR COURT OF CALIFORNIA

SAN MATEO COUNTY

A COURT AUTHORIZED THIS NOTICE

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

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

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

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

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1. Defendant’s records indicate you are a Class Member. The Class includes all individuals who are members of the following Groups:

Name & DOB Match Group:

All consumers who were: (1) subject to at least one Inflection report under its SafeDecision brand provided to a third-party from July 20, 2020 to May 30, 2024; (2) which included a criminal record attributed to the consumer; and (3) the consumer’s first name, last name, and date of birth provided to Inflection to conduct the consumer’s screening as indicated on the report did not match the first name, last name, and date of

birth fields included on the report for the criminal record. For avoidance of doubt, this means that all of the identified fields did not match.

SOR Reports Group:

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

Successful Disputes Group:

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

You are part of the DOB Group of the Settlement Class. In order to be eligible to receive a payment, you must file a fully-completed Claim Form by **MAY 21, 2025**. You can complete one online at www.walkerfcrasettlement.com.

What Can I Get?

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

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

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

What Are My Options?

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

(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by **May 21, 2025**, that includes a signed and dated statement that you want to be excluded from the Class in *Walker v.*

Inflection Risk Solutions, LLC and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

(3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than **May 21, 2025**, as well as filed with the Clerk of Court by that date. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.walkerfcrsettlement.com.

Who Represents Me?

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

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on **July 28, 2025 at 3:00 pm**. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative service awards, and determine whether the Settlement should be approved.

How Do I Get More Information?

For more information, including the full Notice, and Settlement Agreement, go to www.walkerfcrsettlement.com, or contact the Settlement Administrator at Walker v Inflection Risk, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

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

Questions – call toll-free 800-501-0370 or visit www.walkerfcrsettlement.com

Exhibit C

COURT AUTHORIZED
LEGAL NOTICE

**This is a summary of your
rights under a class action
settlement.
More information, including
the long form notice and other
important documents are
available at
www.walkerfcrasettlement.com.**



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

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

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

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

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

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, **you must fill out a claim form** to receive a payment. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment.

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

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything. If you are a member of the Name & DOB Match or SOR Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.walkerfcrsettlement.com by **MAY 21, 2025**. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

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

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by **MAY 21, 2025**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by **MAY 21, 2025**.

COURT AUTHORIZED
LEGAL NOTICE

**This is a summary of your
rights under a class action
settlement.**
**More information, including
the long form notice and other
important documents are
available at**
www.walkerfcrasettlement.com



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

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

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

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

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, **you must fill out a claim form** to receive a payment. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment, but we do need your Social Security Number for tax reporting purposes and you will be receiving a W-9 form in order to provide it to us. Should you choose not to return the W-9 form, your payment amount will have default taxes withheld from it.

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

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything except to submit your Social Security Number on the W-9 form that will be provided to you if you do not want taxes withheld from your payment.

If you are a member of the Name & DOB Match or SOR Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.walkerfrasettlement.com by **MAY 21, 2025**. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

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

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by **MAY 21, 2025**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by **MAY 21, 2025**.

Notice ID:
PIN:

Subject: Important notice of your rights in a class action settlement – Walker v. Inflection

SUPERIOR COURT OF CALIFORNIA
SAN MATEO COUNTY
A COURT AUTHORIZED THIS NOTICE

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

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

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

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

Am I a Class Member?

Defendant’s records indicate you are a Class Member. The Class includes all individuals who are members of the following Groups:

Name & DOB Match Group:

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

SOR Reports Group:

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

Successful Disputes Group:

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

You are part of the Successful Disputes Group of the Settlement Class. You do not need to complete a Claim Form. The Settlement Administrator will be mailing you a W-9 form though to collect your Social Security Number for tax reporting purposes. If you do not complete and return the W-9, your settlement amount will have default taxes withheld from it.

What Can I Get?

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

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

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

What Are My Options?

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

(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by May 21, 2025, that includes a signed and dated statement that you want to be excluded from the Class in Walker v. Inflection Risk Solutions, LLC and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

(3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than May 21, 2025, as well as filed with the Clerk of Court by that date. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.walkerfcrsettlement.com.

Who Represents Me?

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

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on **July 28, 2025 at 3:00 pm**. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative service awards, and determine whether the Settlement should be approved.

How Do I Get More Information?

For more information, including the full Notice, and Settlement Agreement, go to www.walkerfcrsettlement.com, or contact the Settlement Administrator at Walker v Inflection Risk, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

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

Questions – call toll-free 800-501-0370 or visit www.walkerfcrsettlement.com

Walker v Inflection Risk
Settlement Administrator
PO Box 23680
Jacksonville, FL 32241



Exhibit D

REMINDER OF THE
COURT AUTHORIZED
LEGAL NOTICE

This is a REMINDER Notice. If you already filed a claim or in response to the original notice you received, you do not need to do anything else.

This is a summary of your rights under a class action settlement. More information, including the long form notice and other important documents are available at www.walkerfcasettlement.com.

You may be eligible to submit a Claim Form to receive payment if Inflection's reporting was inaccurate, you can file a claim at www.walkerfcasettlement.com or scan this QR code with your phone:



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

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

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

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

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

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, **you must fill out a claim form** to receive a payment but note that valid claims can only be submitted by those consumers whose reporting by Inflection was inaccurate. For example, if you were in fact on a Sex Offender Registry at the time of the report, you do not have a valid claim. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment.

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

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything. If you are a member of the Name & DOB Match or Sex Offender Registry Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.walkerfrasettlement.com by **MAY 21, 2025**. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

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

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by **MAY 21, 2025**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by **MAY 21, 2025**.

From: Walker v Inflection Risk Settlement Administrator

Subject: Court Approved Reminder Notice: Important notice of your rights in a class action settlement – Walker v. Inflection

[fname] [lname]

Notice ID: [noticeid]

[addrline1]

PIN: [pin]

[addrcity] [addrstate] [addrzip]

SUPERIOR COURT OF CALIFORNIA

SAN MATEO COUNTY

A COURT AUTHORIZED THIS NOTICE

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

This is a REMINDER Notice. If you already filed a claim or in response to the original notice you received, you do not need to do anything else.

You may be eligible to submit a Claim Form to receive payment if Inflection’s reporting was inaccurate. In order to receive a payment, you must complete a Claim Form by May 21, 2025.

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

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

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

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Am I a Class Member?

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

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Name & DOB Match Group:

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

You are part of the SOR Reports Group of the Settlement Class. In order to be eligible to receive a payment, you must file a fully-completed Claim Form by **MAY 21, 2025**. You can complete one online at www.walkerfcraSettlement.com.

What Can I Get?

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

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

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(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by **May 21, 2025**, that includes a signed and dated statement that you want to be excluded from the Class in *Walker v. Inflection Risk Solutions, LLC* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

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Who Represents Me?

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

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Exhibit E

REMINDER OF THE COURT
AUTHORIZED
LEGAL NOTICE

This is a REMINDER Notice. If you already filed a claim or in response to the original notice you received, you do not need to do anything else.

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You need to submit a Claim Form to receive payment. You can file one at www.walkerfcrasettlement.com or scan this QR code with your phone:



Walker v Inflection Risk
c/o Settlement Administrator
PO Box 23680
Jacksonville, FL 32241

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Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

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

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

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

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

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

Am I Required to file a Claim to Receive Payment? If there is a "X" on the line preceding either "Name & DOB Match" or "SOR Reports" above, you must fill out a claim form to receive a payment but note that valid claims can only be submitted by those consumers whose reporting by Inflection was inaccurate. For example, if you were in fact on a Sex Offender Registry at the time of the report, you do not have a valid claim. If there is a "X" on the line preceding "Successful Disputes," you do not need to submit a claim form to receive payment.

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

How Do I Get a Payment? If you are a member of the Successful Dispute Group, you do not need to do anything. If you are a member of the Name & DOB Match or SOR Reports Groups and this Notice indicates that you need to fill out a claim form, you must fill out a Claim Form online at www.walkerfcrasettlement.com by **MAY 21, 2025**. All claim forms are subject to review and verification for validity by the Settlement Administrator and Class Counsel (with review, confirmation and approval by Defendant).

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

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Inflection over the legal issues in this lawsuit, write the Settlement Administrator by **MAY 21, 2025**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a written objection with the Court and mail a copy to the Settlement Administrator by **MAY 21, 2025**.

From: Walker v Inflection Risk Settlement Administrator

Subject: Court Approved Reminder Notice: Important notice of your rights in a class action settlement – Walker v. Inflection

[fname] [lname]

Notice ID: [noticeid]

[addrline1]

PIN: [pin]

[addrcity] [addrstate] [addrzip]

SUPERIOR COURT OF CALIFORNIA

SAN MATEO COUNTY

A COURT AUTHORIZED THIS NOTICE

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

This is a REMINDER Notice. If you already filed a claim or in response to the original notice you received, you do not need to do anything else.

In order to receive a payment, you must complete a Claim Form by May 21, 2025.

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

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

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

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

Am I a Class Member?

1. Defendant’s records indicate you are a Class Member. The Class includes all individuals who are members of the following Groups:

Name & DOB Match Group:

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

SOR Reports Group:

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

Successful Disputes Group:

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

You are part of the DOB Group of the Settlement Class. In order to be eligible to receive a payment, you must file a fully-completed Claim Form by **MAY 21, 2025**. You can complete one online at www.walkerfcrasettlement.com.

What Can I Get?

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

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

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

What Are My Options?

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

explanation of your release of claims if you remain in the class can be found at www.walkerfcrsettlement.com.

(2) Exclude yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator mailed by first-class U.S. mail, postmarked by **May 21, 2025**, that includes a signed and dated statement that you want to be excluded from the Class in *Walker v. Inflection Risk Solutions, LLC* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant.

(3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than **May 21, 2025**, as well as filed with the Clerk of Court by that date. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.walkerfcrsettlement.com.

Who Represents Me?

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

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on **July 28, 2025 at 3:00 pm**. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative service awards, and determine whether the Settlement should be approved.

How Do I Get More Information?

For more information, including the full Notice, and Settlement Agreement, go to www.walkerfcrsettlement.com, or contact the Settlement Administrator at Walker v Inflection Risk, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241.

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

Questions – call toll-free 800-501-0370 or visit www.walkerfcrsettlement.com

Exhibit F

Walker v Infection Risk c/o Settlement Administrator

PO Box 23680,

Jacksonville, FL 32241

February 18, 2025

To whom it may concern,

I previously submitted an online claim in error. Please remove me from the lawsuit.

I do not want to be part of the Class in Walker v. Infection Risk Solutions.

Thank you,



Steven R. Converse

[REDACTED]
Brewerton, NY [REDACTED]

[REDACTED]@gmail.com



RECEIVED
FEB 24 2025
American Legal Claims

POSTMARKED
FEB 19 2025
American Legal Claims

Converse

Breusker, NY

SYRACUSE NY 130

19 FEB 2025 PM 2 L

RECEIVED

FEB 24 2025

American Legal Claims



Walker v Infection Risk c/o Settlement Administrator

P.O. Box 23680

Jacksonville, FL 32241

32241-36800



Settlement Admin,

I do not want to be part of the Class in
Walker v. Inflection Risk Solutions.

Respectfully,

Trent Istre

Trent Istre

Trent Istre
03/03/2025

[REDACTED]
Cafayette, LA
[REDACTED]

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WALKER v INF. RISKS SOLUT

EXCLUSION 400002

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MAR 07 2025

American Legal Claims

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[Redacted]
Cafayette, LA [Redacted]

BATON ROUGE LA 707

4 MAR 2025 PM 2 L



Walker v. Infection Risk
C/O Settlement Administrator

PO Box 23680

RECEIVED
MAR 07 2025

Jacksonville, FL 32241

American Legal Claims

32241-368080



EXTERNAL EMAIL: Re: Your Claim Summary

#93356417


Customer Details

Name: Louis Guzman	Email address: [REDACTED]@gmail.com	Company:
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Ticket Details

Status: Active	Created: April 22nd 2025	Type: Question
Assigned to: Unassigned	Last update: April 22nd 2025	Source: Email
Priority: None	Inbox: 750 - Walker v Inflection Ris ks Solutions	

750
WALKER v INF. RISKS SOLUT
EXCLUSION 400003



LG Louis Guzman
CC: lcmsapp@americanlegalclaims.com
New status: Active

April 22nd 2025, 11:55:49

Good morning:

I am writing to kindly request the opt-out from this claim. I wasn't clear on the eligibility requirements and submitted the claim in error. Any additional information needed to complete this process would be greatly appreciated.

Sincerely,
Louis Guzman

RECEIVED
APR 22 2025

On Tue, Apr 22, 2025 at 9:32 AM Claim Administrator <LCMSAPP@americanlegalclaims.com> wrote:
NOTICE: The information transmitted in this e-mail, including any attachments, may contain information that is proprietary or confidential and is intended solely for the individual or entity to which it is addressed. If you are not the intended recipient of this message, any unauthorized use, retention, dissemination, forwarding, printing or copying of this message is prohibited. If you have received

American Legal



this communication in error, please delete it from your system and notify the sender by return e-mail or by telephone.

Helpdesk Software by **teamwork**.com

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

Case No.: 22-CIV-02954

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

Plaintiffs,

v.

INFLECTION RISK SOLUTIONS, LLC,

Defendant.

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

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

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

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

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

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

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

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

1 All individuals who are members of the following Groups:

2 Name & DOB Match Group:

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

12 SOR Reports Group:

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

17 Successful Disputes Group:

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

26 A person shall only be counted once for purposes of Group membership in the
27 groups above. A person who is in more than one group shall be deemed to be a member of
28 the Group in which they would be eligible for the greatest payment. Excluded from the
Settlement Class is any consumer who already entered into an individual release of claims
that encompasses the putative class claims. This Court approves all terms set forth in the
Settlement Agreement and the Settlement reflected therein, and finds that such Settlement
is, in all respects, fair, reasonable, adequate and in the best interest of the Settlement Class
Members, and the Parties to the Settlement Agreement are directed to consummate and
perform its terms.

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

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

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

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

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

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2 with the Settlement Agreement.

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

8 Having reviewed the submissions of Class Counsel, the Court finds that the sum of
9 \$5,000 to each Plaintiff is reasonable compensation for the Named Plaintiffs’ services in
10 this matter. The Settlement Administrator shall pay these sums out of the Settlement
11 Payment to each Named Plaintiff in accordance with the Settlement Agreement.

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

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

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

25 On the Effective Date of this Settlement Agreement, Class Representatives and
26 Class Counsel, all Settlement Class Members who have not timely and properly opted out
27 of the Settlement Class and each of such Settlement Class Member’s respective executors,
28 representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents, and
assigns, and all those who claim through them or who assert claims on their behalf, fully

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2 and forever release, waive, acquit, and forever discharge the Released Parties from the
3 Released Claims. The Class Representatives and the Class Members specifically waive the
4 right or ability to bring or participate in a class action, mass action, representative, or other
5 similar joint or collective claim that includes the Released Claims. The Released Claims
6 means all claims resulting from, arising out of, or relating to claims that were brought or
7 could have been brought in the operative complaint that relate in any way to any background
8 report issued by Defendant about the Class Representative and/or Class Members during
9 the applicable class periods, and including all claims, damages, and/or attorneys' fees and
10 costs that any Class Member had or now has under the FCRA and/or similar state and local
11 laws and/or common law (including, without limitation, claims for defamation, libel and/or
12 slander). All Settlement Class Members also release the right to bring any future class
13 action, mass action, representative or other similar joint or collective claims against the
14 Released Parties under FCRA and similar state and local laws. The Class Representatives
15 additionally release all past and present, claims, against the Released Parties, including
16 unknown claims covered by California Civil Code section 1542. The claims released
17 pursuant to this Paragraph include but are not limited to those defined as the Released
18 Claims. Moreover, the Class Representatives agree: (1) they have no file disclosure
19 requests or disputes with the Released Parties; (2) there is no admission of liability by the
20 Released Parties; (3) the Class Representatives will not to solicit additional claims against
21 the Released Parties; (4) the most recent version of any reports prepared by Released Parties
22 on each Class Representative are accurate, up-to-date and complete and/or as appropriate
23 agree to a form of report that would be accurate, up-to-date and complete; (5) Class
24 Representatives will not disparage the Released Parties; (6) and they release all interests
25 they may have in bringing class, collective, or mass action claims other than their interest
26 in representing the Settlement Class Members (as applicable) for purposes of this
27 Settlement; (7) Class Representatives have not filed any claim or assertion of wrongdoing
28 pertaining to the Released Parties in any other forum; and (8) nothing contained in the
Agreement operates to invalidate any arbitration agreement they may have otherwise

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entered into with the Released Parties.

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

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

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Settlement Class Members.

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

Dated: _____

Hon. Don R. Franchi
JUDGE OF THE SUPERIOR COURT