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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 KIERRE J. TOWNSEND, on behalf of
herself, all others similarly situated,

Case No. 18STCV04429

15
16 *Plaintiff,*

**[PROPOSED] JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

17 vs.

18 G2 SECURE STAFF, L.L.C., a Texas
19 limited liability company; G2 SECURE
STAFF CA, L.P., a Texas limited
20 partnership; and DOES 1 through 50,
21 inclusive,

Date: July 7, 2020
Time: 11:00am
Department: 10
Judge: William Highberger

22 *Defendants.*

[PROPOSED] JUDGMENT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

1. Judgment is issued in accordance with the Order Granting Final Approval of Class Action Settlement and Award of Attorney Fess and Costs in this action.
2. The Settlement Class consists of all persons in the United States who applied for employment with Defendants and were the subject of a background check(s) that was procured by Defendants, or caused to be procured by Defendants, at any time from November 9, 2016 through the Preliminary Approval Date, who do not timely send a signed and valid Opt-Out Request that is received by the Settlement Administrator. (*Agreement*, ¶ 2.2; 2.32.) The Court finds that the Settlement Class is properly certified as a Class for settlement purposes only.
3. No Settlement Class Member has objected to the terms of the Settlement Agreement.
4. Nine Class Members have requested exclusion from the Settlement Agreement. The list of individuals who have requested exclusion from the Settlement Agreement are attached as Exhibit A. The nine individuals who have requested exclusion from the Settlement are excluded from the settlement.
5. Pursuant to the Settlement Agreement, all Settlement Class members release Defendants for Released claims upon disbursement of the settlement funds, defined as: “Released Claims” as to each member of the Settlement Class covers claims that were pled or could have been pled based on the factual allegations contained in the Complaint and/or FAC and covers the period from November 9, 2016 through the Preliminary Approval Date including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies, whether based upon federal, state, or local statutes or federal, state, or local common law, relating to, based upon, resulting from, or arising out of the alleged violations of the Fair Credit Reporting Act, including but not limited to 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1), and/or (g)(c), Investigative Consumer Reporting Agencies Act (California Civil Code §§ 1786 *et seq.*), Consumer Credit Reporting Agencies Act (California Civil Code §§ 1785 *et seq.*), California Business & Professions Code §§ 17200, *et seq.*, and/or any other federal, state or local law governing the procurement or use of background/credit checks, including laws regarding background check disclosures and authorizations and pre-adverse and adverse action notices, other penalties, related tort, contract, and punitive damages claims, claims for interest, attorneys’ fees, litigation and other costs, expenses, restitution, and

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equitable and declaratory relief. Plaintiff and each settlement Class Member shall further automatically be deemed to have waived and released any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code with respect to the Released Claims which arise from the subject of this Settlement, including any and all claims under FCRA and any similar state or local claims, including those regarding an allegedly inadequate or otherwise improper disclosure about the procurement or use of consumer reports and/or background checks for employment purposes or pre-adverse and adverse action notices.

(Agreement. ¶ 2.27.)

- 6. Upon entry of this Judgment, compensation to the participating Settlement Class Members shall be effected pursuant to the terms of the Settlement Agreement.
- 7. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement Agreement, and any and all claims, asserted in, arising out of, or related to the subject matter of this action, including but not limited to all matters related to the Settlement Agreement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: _____

BY: _____

Honorable William Highberger
Los Angeles County Superior Court Judge

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 315 South Beverly Drive, Suite 315 Beverly Hills, CA 90212.

5 On June 5, 2020, I served the foregoing documents described as:

6 **[PROPOSED] JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION
7 SETTLEMENT**

8 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as
9 follows:

10 Robert Jon Hendricks
11 Rj.hendricks@morganlewis.com
12 Kathy H. Gao
13 Kathy.gao@morganlewis.com
14 Linda Shen
15 MORGAN, LEWIS & BOCKIUS LLP
16 300 South Grand Avenue, 22nd Floor
17 Los Angeles, California 90071

18 **(VIA CASE ANYWHERE)**

19 A true and correct copy of said document was sent to the parties listed on the Electronic
20 Service List maintained by Case Anywhere in the manner set forth in the Court's Order
21 Authorizing Electronic Service.

22 **STATE** I declare under penalty of perjury under the laws of the State of California that
23 the above is true and correct.

24 Executed on June 5, 2020 at Beverly Hills, California.

25 
26 _____
27 Lauren Farrington