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KIERRE J. TOWNSEND
9

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

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

15 *Plaintiff,*
16

17 vs.

18 G2 SECURE STAFF, L.L.C., a Texas
19 limited liability company; G2 SECURE
20 STAFF CA, L.P., a Texas limited
21 partnership; and DOES 1 through 50,
22 inclusive,
23

Defendants.

Case No. 18STCV04429

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

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

FILED
Superior Court of California
County of Los Angeles
JUL 07 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By Aldwin Lim Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 05 2020
I. LOVO

~~PROPOSED~~ JUDGMENT

1
2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

- 3 1. Judgment is issued in accordance with the Order Granting Final Approval of Class Action
4 Settlement and Award of Attorney Fess and Costs in this action.
- 5 2. The Settlement Class consists of all persons in the United States who applied for
6 employment with Defendants and were the subject of a background check(s) that was
7 procured by Defendants, or caused to be procured by Defendants, at any time from
8 November 9, 2016 through the Preliminary Approval Date, who do not timely send a
9 signed and valid Opt-Out Request that is received by the Settlement Administrator.
10 (*Agreement*. ¶ 2.2; 2.32.) The Court finds that the Settlement Class is properly certified as
11 a Class for settlement purposes only.
- 12 3. No Settlement Class Member has objected to the terms of the Settlement Agreement.
- 13 4. Nine Class Members have requested exclusion from the Settlement Agreement. The list
14 of individuals who have requested exclusion from the Settlement Agreement are attached
15 as Exhibit A. The nine individuals who have requested exclusion from the Settlement are
16 excluded from the settlement.
- 17 5. Pursuant to the Settlement Agreement, all Settlement Class members release Defendants
18 for Released claims upon disbursement of the settlement funds, defined as:
19 “Released Claims” as to each member of the Settlement Class covers claims
20 that were pled or could have been pled based on the factual allegations
21 contained in the Complaint and/or FAC and covers the period from November
22 9, 2016 through the Preliminary Approval Date including, without limitation,
23 any claims, actions, causes of action, demands, damages, losses, or remedies,
24 whether based upon federal, state, or local statutes or federal, state, or local
25 common law, relating to, based upon, resulting from, or arising out of the
26 alleged violations of the Fair Credit Reporting Act, including but not limited to
27 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1), and/or (g)(c), Investigative Consumer
28 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


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

6 (Agreement. ¶ 2.27.)

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

15 **IT IS SO ORDERED.**

16
17 Dated: 7/7/20

18 BY: 
19 Honorable William Highberger
20 Los Angeles County Superior Court Judge

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PROOF OF SERVICE

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

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

[PROPOSED] JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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

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

(VIA CASE ANYWHERE)

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

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

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



Lauren Farrington