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KIERRE J. TOWNSEND

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

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

13 *Plaintiff,*

14 vs.

15 G2 SECURE STAFF, L.L.C., a Texas  
16 limited liability company; G2 SECURE  
17 STAFF CA, L.P., a Texas limited  
partnership; and DOES 1 through 50,  
inclusive,

18 *Defendants.*

CASE NO. 18STCV04429

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARD OF  
ATTORNEY FEES AND COSTS**

**Hearing Information**

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

1           On July 7, 2020 this Court considered Plaintiff’s Motion for Final Approval of the  
2 Class Action Settlement, and the Motion Approving Award of Attorney Fees and Expenses and  
3 Class Representative Enhancement Award. Having considered the proposed Settlement as well as  
4 the documents filed in support thereof, **IT IS HEREBY ORDERED THAT:**

5  
6           1. All terms used herein shall have the same meaning as defined in the Settlement  
7 Agreement preliminarily approved by this Court on February 3, 2020 (the “Settlement  
8 Agreement”).

9           2. This Court has jurisdiction over the subject matter of this action and over all  
10 parties to this action, including all Settlement Class Members.

11           3. The Settlement Class consists of all persons in the United States who applied for  
12 employment with Defendants and were the subject of a background check(s) that was procured by  
13 Defendants, or caused to be procured by Defendants, at any time from November 9, 2016 through  
14 the Preliminary Approval Date, who do not timely send a signed and valid Opt-Out Request that  
15 is received by the Settlement Administrator. (*Agreement*, ¶ 2.2; 2.32.) The Court finds that the  
16 Settlement Class is properly certified as a Class for settlement purposes only.

17           4. The Class Notices provided to the Class conforms with the requirements of Code  
18 of Civil Procedure section 382, Civil Code section 1781, California Rules of Court 3.766 and  
19 3.769, the California and United States Constitutions, and any other applicable law, and  
20 constitutes the best notice practicable under the circumstances, by providing individual notice to  
21 all Class Members who could be identified through reasonable effort, and by providing due and  
22 adequate notice of the proceedings and of the matters set forth therein to Class Members. The  
23 Class Notices fully satisfy the requirements of due process.

24           5. The Court finds the Settlement Agreement was entered into in good faith, that the  
25 Settlement Agreement is fair, reasonable and adequate, and that the Settlement Agreement  
26 satisfies the standards and applicable requirements for final approval of a class action settlement  
27 under California law, including the provisions of Code of Civil Procedure section 382 and Rules  
28

1 of Court, Rule 3.769. The Court approves the distribution of the Settlement Amounts to the  
2 Settlement Class Members in accordance with the terms of the Settlement Agreement.

3 6. The Court finds that Setareh Law Group’s (“Class Counsel”) application for Class  
4 Counsel fees and reimbursement of litigation costs is fair, adequate, and reasonable, and orders  
5 that fees in the amount of \$253,000 and costs in the amount of \$11,670.95 be paid to Class  
6 Counsel in accordance with the terms of the Settlement Agreement.

7 7. In addition to any recovery Plaintiff may receive under the Settlement as a  
8 Settlement Class Member, and in recognition of Plaintiff’s efforts on behalf of the Class, the  
9 Court hereby approves and orders the payment of an enhancement award of \$7,500 to the named  
10 Plaintiff.

11 8. The Court approves and orders payment to JND Legal Administration of \$51,000.

12 9. There are no valid compliant objections to the terms of the Settlement Agreement.

13 10. Nine Class Members have requested exclusion from the Settlement Agreement.  
14 The list 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 11. Upon entry of this Order, compensation to the Settlement Class Members shall be  
18 effected pursuant to the terms of the Settlement Agreement.

19 12. Pursuant to the Settlement Agreement, all Settlement Class members release  
20 Defendants for Released claims upon disbursement of the settlement funds, defined as:

21 “Released Claims” as to each member of the Settlement Class covers claims  
22 that were pled or could have been pled based on the factual allegations  
23 contained in the Complaint and/or FAC and covers the period from November  
24 9, 2016 through the Preliminary Approval Date including, without limitation,  
25 any claims, actions, causes of action, demands, damages, losses, or remedies,  
26 whether based upon federal, state, or local statutes or federal, state, or local  
27 common law, relating to, based upon, resulting from, or arising out of the  
28 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

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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 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.)

13. Judgment is hereby entered in accordance with the terms of the Settlement Agreement and the parties and Settlement Administrator are ordered to comply with its terms.

14. This Judgment is intended to be a final disposition of this actions in its entirety, and is intended to be immediately appealable.

15. 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 these actions, 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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**  
7 **SETTLEMENT AND AWARD OF ATTORNEY FEES AND COSTS**

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, 22<sup>nd</sup> Floor  
17 Los Angeles, California 90071

18 **[X] (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 **[X] 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.

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Lauren Farrington