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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 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
limited liability company; G2 SECURE
16 STAFF CA, L.P., a Texas limited
partnership; and DOES 1 through 50,
17 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

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

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.)

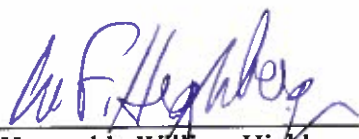
13. Judgment is hereby entered in accordance with the terms of the Settlement Agreement and the parties and Settlement Administrator are ordered to comply with its terms.

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: 7/7/20

BY: 
Honorable William Highberger
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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF ATTORNEY FEES AND COSTS**

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