

FILED
Superior Court of California
County of Los Angeles

FEB 03 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Aldwin Lim Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff.

vs.

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

Defendants.

Case No. 18STCV04429

~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Dept.: SS10
Judge: Hon. William F. Highberger

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

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WAH

Feb. 3, 2020

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Plaintiff Kierre J. Townsend's Motion for Preliminary Approval of Class Action Settlement came before this Court on ~~January 15~~, 2020. The Court, having fully reviewed Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, and the supporting Memorandum of Points and Authorities and declarations, including the Joint Stipulation of Class Action Settlement ("Settlement Agreement") and Notice of Settlement ("Notice"), and for good cause appearing, HEREBY MAKES THE FOLLOWING ORDERS:

1. The Court grants preliminary approval of the settlement based upon the terms set forth in the Settlement Agreement, which is attached as Exhibit 2 to the Declaration of Shaun Setareh, and is incorporated in full by this reference and made a part of this preliminary approval order ("Order"). The Settlement appears to be fair, adequate, and reasonable to the Class.

2. All capitalized terms defined in the Settlement Agreement shall have the same meaning when used in this Order.

3. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of \$759,000 to cover (a) Settlement Payments to Settlement Class Members who do not validly opt out; (b) Service Payment of up to \$7,500 for Class Representative Kierre J. Townsend; (c) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$253,000), (d) reasonable litigation costs incurred by Class Counsel (not to exceed \$~~20,000~~⁰⁰); and (e) reasonable Settlement Administration Costs (not to exceed \$51,000).

4. The Court finds and concludes that the Settlement is the result of arms-length negotiations between the parties conducted after Class Counsel had adequately investigated Plaintiff's claims and become familiar with their strengths and weaknesses. The assistance of an experienced mediator in the settlement process further confirms that the Settlement is non-collusive.

5. In accordance with the Settlement Agreement, the Court hereby certifies the

02/03/2020

1 following class for purposes of settlement: all persons in the United States who applied for
 2 employment with Defendants and were the subject of a background check(s) that was procured by
 3 Defendants, or caused to be procured by Defendants, at any time from November 9, 2016 through
 4 the Preliminary Approval Date (*i.e.*, the date the Court signs this Order). The Court hereby finds
 5 and concludes that the Class satisfies all of the requirements for certification under California
 6 Code of Civil Procedure section 382. Because certification of the Class is proposed in the context
 7 of a settlement, the Court need not inquire whether the case, if tried as a class action, would
 8 present intractable management problems.

9 6. The Court finds that the Notice of Settlement, which is attached as Exhibit A to the
 10 Settlement Agreement comports with all notice and constitutional requirements including those of
 11 due process. The Court further finds that the Notice adequately advises the Class about the class
 12 action; the terms of the proposed Settlement, the benefits available to each Class Member, and the
 13 proposed fees and costs to Class Counsel; each Class Member's right to object or opt out of the
 14 Settlement, and the timing and procedures for doing so; preliminary Court approval of the
 15 proposed Settlement; and the date of the Final Approval Hearing as well as the rights of Class
 16 Members to file documentation in support of or in opposition to and appear in connection with
 17 said hearing. The Court further finds that the mailing of the Notice to each Class Member's last
 18 known address, with appropriate skip tracing and mail forwarding for Notices returned as
 19 undeliverable, as specifically described in the Settlement Agreement, constitutes reasonable
 20 notice to Class Members of their rights with respect to the class action and proposed settlement.

21 7. The Court orders the following implementation schedule for further proceedings:

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| 22 | 1. Preliminary Approval Date | January 15, 2020 Feb. 3 |
| 23 | 2. Deadline for Defendants to Provide Class Notice Data to Settlement Administrator | 30 calendar days after Preliminary Approval Date, <i>i.e.</i> , February 14, 2020 3/4 |
| 24 | 3. Deadline for the Settlement Administrator to Mail Notice of Settlement to Class Members | 14 days after receipt of Class Notice Data, <i>i.e.</i> , February 28, 2020 3/18/20 |

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| 5. | Deadline for Postmark of Any Request for Exclusion | 45 calendar days from mailing of Notices of Settlement, i.e., April 14, 2020 |
| 6. | Deadline for Postmark of Any Objection | 45 calendar days from mailing of Notices of Settlement, i.e., April 14, 2020 |
| 7. | Deadline for Class Counsel to file Motion for Final Approval of Class Settlement | 30 calendar days before Final Fairness Hearing, i.e., 6/5, 2020 |
| 8. | Deadline for Class Counsel to file Motion for Attorneys' Fees | 30 calendar days before Final Fairness Hearing, i.e., 6/5, 2020 |
| 9. | Final Approval Hearing | 7/7, 2020 at 11 a.m./p.m. in Dept. SSC 10 of the Los Angeles County Superior Court |

13 8. If more than 5% of the total number of Class Members submit timely and valid
 14 Opt-Out Requests, Defendants shall have the option to void the Settlement in their sole discretion.
 15 To exercise this option, Defendants' Counsel must send written notification to Class Counsel
 16 within fourteen (14) days of receiving a report from the Settlement Administrator that the total
 17 number of timely and valid Opt-Out Requests received from Class Members is more than 5%.

18 9. The Court approves the procedure for Class Members to participate in the
 19 Settlement, opt out from the Settlement, or object to the Settlement as set forth in the Joint
 20 Stipulation of Class Action Settlement and Notice.

21 10. The Final Approval Hearing shall be held before this Court on
 22 7/7, 2020 at 11 a.m./p.m. in Department SSC 10, to consider the
 23 fairness, adequacy, and reasonableness of the proposed settlement preliminarily approved by this
 24 Order, and to consider the motion of Class Counsel for an award of reasonable attorneys' fees and
 25 costs and Class Representative Service Payment.

26 11. The Court directs the mailing of the Notice of Settlement to Class Members by
 27 first class mail in accordance with the implementation schedule set forth above. The Court finds
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1 that the dates selected for the mailing and distribution of the Notice of Settlement, as set forth in
2 the implementation schedule, meet the requirements of due process and provide the best notice
3 practicable under the circumstances and shall constitute due and sufficient notice to all persons
4 entitled thereto.

5 12. It is ordered that the Class as defined above is preliminarily certified for settlement
6 purposes only.

7 13. The Court appoints Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh
8 Law Group as Class Counsel of the Settlement Class.

9 14. The Court approves Plaintiff Kierre J. Townsend as Class Representative for the
10 Settlement Class.

11 15. The Court approves JND Legal Administration ("Settlement Administrator") to
12 perform the duties of the Settlement Administrator as set forth in this Order and the Settlement
13 Agreement.

14 16. The Court orders that if for any reason the Court does not execute and file an order
15 of final approval and judgment, or if such a final approval order is reversed, the Settlement
16 Agreement and the proposed Settlement which is the subject of this Order and all evidence and
17 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
18 of the parties to the litigation as more specifically set forth in the Settlement Agreement.

19 17. Neither this Preliminary Approval Order, the Settlement, nor any related
20 statements or proceedings shall be construed as, offered as, or deemed to be an admission or
21 concession of liability or wrongdoing or breach of any duty on the part of Defendants or of the
22 appropriateness of certification of the Class other than for settlement purposes. If the Court does
23 not preliminarily or finally approve the Settlement, the proposed Settlement that is the subject of
24 this Preliminary Approval Order, and all evidence, briefing, and proceedings related to the
25 Settlement shall have no force and effect, and the parties will be returned to their status quo ante
26 rights, as more specifically set forth in the Settlement Agreement.

27 18. IT IS FURTHER ORDERED that, pending further Order of this Court, all
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1 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
2 hereby stayed.

3 19. To the extent permitted by law, pending final determination as to whether the
4 Settlement should be approved, the Court hereby orders that the Class Representative and all
5 Class Members, whether directly, representatively, or in any other capacity, shall not prosecute
6 any claims or actions against Releasees (as defined in the Settlement Agreement) that would be
7 released by the Released Claims as defined in the Settlement Agreement if final approval of the
8 Settlement is granted.

9 20. The Court expressly reserves the right to adjourn or continue the Final Fairness
10 Hearing without further notice to members of the Class, other than through notice to the parties'
11 respective counsel.

12 21. If the Court grants Final Approval, each Settlement Class Member and their
13 successors shall conclusively be deemed to have given a Release, as set forth in the Settlement
14 Agreement and Notice of Settlement, against Releasees (as defined in the Settlement Agreement),
15 and all such Settlement Class Members and their successors shall be permanently enjoined and
16 forever barred from asserting any Released Claim against Releasees.

17 22. The Court expressly reserves the right to adjourn or continue the Final Approval
18 Hearing without further notice to Class Members.

19 23. The proposed First Amended Complaint, attached as Exhibit C to the Settlement
20 Agreement, is deemed filed as of the date that this order is signed.

21 **IT IS SO ORDERED.**

22 Dated: 2/3/20

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24 HONORABLE WILLIAM F. HIGHBERGER
25 SUPERIOR COURT JUDGE
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