

1 SEYFARTH SHAW LLP
G. Daniel Newland (SBN 087965)
2 dnewland@seyfarth.com
Eric Michael Lloyd (SBN 254390)
3 elloyd@seyfarth.com
560 Mission Street, Suite 3100
4 San Francisco, California 94105
Telephone: (415) 397-2823

5 SEYFARTH SHAW LLP
6 Frederick T. Smith (*admitted pro hac vice*)
fsmith@seyfarth.com
7 Esther Slater McDonald (*admitted pro hac vice*)
emcdonald@seyfarth.com
8 1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309-3958
9 Telephone: (404) 885-1500

10 Attorneys for Defendant
FIRST ADVANTAGE LNS SCREENING
11 SOLUTIONS, INC. and FIRST ADVANTAGE
BACKGROUND SERVICES CORP.

PETER R. DION-KINDEM, P.C.
Peter R. Dion-Kindem (SBN 95267)
peter@dion-kindemlaw.com
2945 Townsgate Road, Suite 200
Westlake Village, California 91361
Telephone: (818) 883-4900

THE BLANCHARD LAW GROUP, APC
Lonnie C. Blanchard, III (SBN 93530)
lonnieblanchard@gmail.com
5211 East Washington Blvd. # 2262
Commerce, CA 90040
Telephone: (213) 599-8255

THE HOLMES LAW GROUP, APC
Jeffrey D. Holmes (SBN 100891)
JeffHolmesJH@gmail.com
3311 East Pico Blvd.
Los Angeles, California 90023
Telephone: (310) 396-9045

Attorneys for Plaintiff
ELIZABETH LARROQUE

SETAREH LAW GROUP
Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
9454 Wilshire Boulevard, Suite 907
Beverly Hills, California 90212
Telephone: (310) 888-7771

Attorneys for Plaintiffs
MARCUS CHISM and MICHELLE
BLANKENSHIP

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF SAN MATEO, CIVIL COMPLEX DEPARTMENT

22 FIRST ADVANTAGE CREDIT CASES,) Judicial Council Coordination Proceedings No.
23 Coordination Proceeding) JCCP 4961
24 Special Title (CRC Rule. 3.550)) Department 2, Hon. Marie S. Weiner
25) Assigned Coordination Motion Judge
26)
27) **FIRST ADDENDUM TO JOINT**
28) **STIPULATION OF CLASS ACTION**
) **SETTLEMENT AGREEMENT AND**
) **RELEASE OF CLAIMS**

1 This First Addendum to the Joint Stipulation of Class Action Settlement Agreement and Release
2 of Claims (“Addendum”) is entered into between: (1) Class Representatives Elizabeth Larroque, Marcus
3 Chism, and Michelle Blankenship, individually and on behalf of the Class (as defined in the Joint
4 Stipulation of Class Action Settlement Agreement and Release of Claims); and (2) Defendant First
5 Advantage Background Services Corp. (collectively, the “Parties”), and is subject to approval from the
6 Court as provided below.

7 On April 14, 2020, the Parties (as defined in the Joint Stipulation of Class Action Settlement
8 Agreement and Release of Claims (“Agreement”)) executed the Agreement. On September 11, 2020,
9 Class Counsel filed their Unopposed Motion for Preliminary Approval. On October 5, 2020, the Court
10 held a hearing on the motion and asked the Parties to make certain revisions to the Agreement.
11 Therefore, in exchange for the mutual promises herein, the Parties agree to the following addenda to the
12 Agreement.

13 A. All defined terms contained herein shall have the same meaning as set forth in the
14 Agreement. Except as specifically provided herein, all terms of the Agreement shall remain in full force
15 and effect and are specifically not revised or modified. Any terms or conditions of the Agreement that
16 contradict this Addendum shall be superseded by this Addendum. The Agreement is amended as
17 follows:

18 B. Section 4 of the Agreement shall be superseded and replaced by the following:

19 **4. CLASS MEMBERS’ OPTIONS TO RESPOND**

20 **4.1. Class Members’ Consideration Period**

21 Class Members shall have sixty (60) calendar days from the date of the initial mailing (including
22 by e-mail and U.S. Mail) of the Notice of Class Action Settlement to opt out of or to object to the
23 Agreement. Except as specifically provided herein, no Class Member responses of any kind that are
24 postmarked more than sixty (60) calendar days after the initial mailing of the Notice shall be considered.

25 **4.2. Request for Exclusion and Opt Out Rights**

26 Class Members shall be given the opportunity to opt out of the Agreement.
27
28

1 **4.2.1. Opt Out Procedures**

2 Class Members may opt out of the Agreement by mailing via First Class U.S. Mail to the
3 Settlement Administrator a Request for Exclusion. Any such Request for Exclusion must be fully
4 completed, sent to the Settlement Administrator via First Class U.S. Mail, and postmarked not more than
5 sixty (60) calendar days after the postmark date of the initial mailing of the Notice of Class Action
6 Settlement. To be a valid Request for Exclusion, a Class Member must sign it and provide his or her
7 name (and former names, if any), current address, current telephone number, and the last four digits of
8 his or her Social Security number. Any Request for Exclusion that does not include all of the required
9 information or that is not submitted in a timely manner will be deemed null, void, and ineffective.

10 **4.2.2. Effect of Opt Out**

11 Any Class Member who opts out of the Agreement may not object to the Agreement, shall not
12 receive any settlement benefits, and shall not be bound by the Released Claims provision in this
13 Agreement. If a Class Member submits both a Request for Exclusion and an objection, the Class
14 Member’s objection will be deemed to invalidate the Request for Exclusion. Each Class Member who
15 does not opt out of the Agreement shall be bound by the applicable Released Claims provisions in this
16 Agreement.

17 **4.2.3. Defendant’s Right to Withdraw.**

18 Defendant has the right, at its sole option, to withdraw from this Agreement if the number of
19 Class Members opting out exceeds 0.5 percent of the total number of Class Members. Defendant’s right
20 to withdraw is a material term of the Agreement and Defendant has the right, at its sole option, to
21 withdraw from this Agreement if this material term is not approved by the Court.

22 **4.3. Objection Rights**

23 Only Class Members who do not opt out of the Agreement shall be entitled to object to the terms
24 of the Agreement.

25 **4.3.1. Objection Procedures**

26 Class Members’ objections to this Agreement must be made using the procedures set forth in the
27 Notice of Class Action Settlement and on the Settlement Website. Any objection must be sent to the
28

1 Settlement Administrator via First Class U.S. Mail and must be postmarked no later than sixty (60)
2 calendar days after the first postmark date of the initial mailing of the Notice of Class Action Settlement.
3 An objection shall be deemed to be submitted as of the postmarked date. The written objection must be
4 signed and contain: (1) the name and case number of this lawsuit, *First Advantage Credit Cases*,
5 Superior Court for the County of San Mateo, JCCP No. 4961; (2) the full name, any former names,
6 current address, and telephone number of the Class Member making the objection; (3) the last four digits
7 of the Social Security number of the Class Member making the objection; (4) the specific reason(s) for
8 the objection; and (5) any and all evidence and supporting papers (including, without limitation, all
9 briefs, written evidence, and declarations) for the Court to consider. Class Members who submit an
10 objection remain bound by this Agreement.

11 **4.3.2. Waiver of Objection Rights**

12 Class Members who fail to timely make objections in the manner specified in the Notice of Class
13 Action Settlement shall be deemed to have waived any objections and shall be foreclosed from making
14 any objection, whether by appeal or otherwise, to this Agreement.

15 **4.4. Binding Effect of Settlement**

16 Although some Class Members might not receive or timely submit the Notice of Class Action
17 Settlement or the Request for Exclusion as provided under this Agreement due to the Settlement
18 Administrator's inability to locate their current address following the procedures set forth in this
19 Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the
20 Final Order.

21 C. Section 5.4 of the Agreement is superseded and replaced with the following:

22 **5.4 Injunctive Relief.**

23 Based on programmatic changes agreed to by the Parties, within sixty (60) days of the Effective
24 Date, Defendant shall certify to Class Counsel:

25 **5.4.1** That the click-through certification on all active employment platforms
26 was revised to include and will continue to include a past-tense certification that the user has complied
27 with its disclosure and authorization obligations.

1 **5.4.2** That a “Notice to Users of Consumer Reports: Obligations of Users Under
2 the FCRA” and sample disclosure and authorization forms were made available and will continue to be
3 made available on Defendant’s website;

4 **5.4.3** That sample disclosure and authorization forms were included and will
5 continue to be included in Defendant’s FCRA Resource Information Packet prepared for and made
6 available to clients; and

7 **5.4.4** That Defendant’s compliance process includes and will continue to
8 include random audits for Section 1681b(b)(2) compliance.

9 Defendant subsequently may revise or rescind, in whole or in part, its website, platforms,
10 policies, practices, or procedures to comply with or to reflect any change to any city, local, state, or
11 federal laws, statutes, ordinances, executive orders, regulations, or constitutions, as part of Defendant’s
12 ongoing policy and process improvement efforts, or as otherwise permitted by law. If Defendant
13 otherwise materially revises the programmatic changes set forth in Paragraphs 5.4.1 to 5.4.4 and if such
14 revision materially affects the Class, Defendant shall notify Class Counsel within sixty (60) days of the
15 revision. A revision is material if it causes tangible, concrete injury to the Class.

16 There is no expiration date for these injunctive requirements. The final judgment entered in this
17 lawsuit shall incorporate the injunctive provisions of this paragraph.

18 D. Exhibit A to the Agreement, the proposed Notice of Class Action Settlement (as defined
19 in the Agreement), is superseded and replaced by the form notice attached as Exhibit A to this
20 Addendum.

21 E. Exhibit B to the Agreement, the proposed Request for Exclusion form (as defined in the
22 Agreement), is hereby stricken, and the Parties agree that any timely Request for Exclusion containing
23 the information required in Section 4.3.1, as amended by this Addendum, shall be sufficient to opt out of
24 the Agreement.

25 F. Except as otherwise modified by this Addendum, all provisions in the Agreement remain
26 in full force and effect.

1 G. If the Parties have a dispute regarding this Addendum, they agree to first attempt to
2 resolve the dispute informally through good faith negotiations, but, if those efforts are unsuccessful, they
3 agree to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will
4 bear their own fees and costs.

5 H. This Addendum was made and entered into in the State of California. All terms of this
6 Agreement shall be governed by and interpreted according to the laws of the State of California.

7
8 Dated as of October 28, 2020

FIRST ADVANTAGE BACKGROUND SERVICES
CORP.

9
10 By: Bret T. Jardine

Bret T. Jardine
Vice President & General Counsel

11
12
13
14
15 _____
Elizabeth Larroque

16
17
18 _____
Marcus Chism

19
20
21 _____
Michelle Blankenship

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

G. If the Parties have a dispute regarding this Addendum, they agree to first attempt to resolve the dispute informally through good faith negotiations, but, if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

H. This Addendum was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

Dated as of October 28, 2020

FIRST ADVANTAGE BACKGROUND SERVICES CORP.

By: _____
Bret T. Jardine
Vice President & General Counsel

DocuSigned by:
Liz Larroque
F0E74810D5F14C4...
Elizabeth Larroque

Marcus Chism

Michelle Blankenship

1 G. If the Parties have a dispute regarding this Addendum, they agree to first attempt to
2 resolve the dispute informally through good faith negotiations, but, if those efforts are unsuccessful, they
3 agree to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will
4 bear their own fees and costs.

5 H. This Addendum was made and entered into in the State of California. All terms of this
6 Agreement shall be governed by and interpreted according to the laws of the State of California.

7
8 Dated as of October 28, 2020

FIRST ADVANTAGE BACKGROUND SERVICES
CORP.

9
10
11 By: _____
Bret T. Jardine
Vice President & General Counsel

12
13
14
15 _____
Elizabeth Larroque

16
17 DocuSigned by:

FBED28B0070F44D...

18
19 _____
Marcus Chism

20
21
22 _____
Michelle Blankenship

1 G. If the Parties have a dispute regarding this Addendum, they agree to first attempt to
2 resolve the dispute informally through good faith negotiations, but, if those efforts are unsuccessful, they
3 agree to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will
4 bear their own fees and costs.

5 H. This Addendum was made and entered into in the State of California. All terms of this
6 Agreement shall be governed by and interpreted according to the laws of the State of California.

7
8 Dated as of October 28, 2020

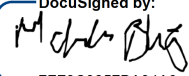
FIRST ADVANTAGE BACKGROUND SERVICES
CORP.

9
10 By: _____

11 Bret T. Jardine
12 Vice President & General Counsel

13
14 _____
15 Elizabeth Larroque

16
17 _____
18 Marcus Chism

19
20 DocuSigned by:
21 
22 7FF8C9857BA94A0...

23 _____
24 Michelle Blankenship