





1 Exhibit 1 to the Declaration of Peter R. Dion-Kindem. All terms defined in the Settlement shall  
2 have the same meaning in this Order.

3 2. The Court finds that extensive and costly investigation and research has been conducted such  
4 that counsel for the Parties are able to reasonably evaluate their respective positions. The Court  
5 further finds that the Settlement will avoid substantial additional costs by all Parties as well as  
6 avoid the delay and risks that would be presented by the further prosecution of the Action. The  
7 Court finds that the Settlement has been reached as the result of intensive, serious, and non-  
8 collusive, arm's-length negotiations.

9 3. The Court finds that the Settlement is within the range of reasonableness of a settlement. The  
10 Court has reviewed the consideration that is being provided as part of the Settlement and finds  
11 that the consideration made available to all Class Members and the injunctive relief provided in  
12 the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of  
13 further litigation relating to liability and damages.

14 4. Based on the Court's findings, and upon consideration of the Settlement, the papers filed in  
15 support of final approval, the objections submitted by certain Class Members (which the Court  
16 has reviewed along with the Parties' responses thereto and which the Court overrules), and the  
17 information presented at the May 4, 2021 hearing on the motion, the Settlement is finally  
18 approved as fair, reasonable, and adequate.

19 5. The Court certifies the following Class for settlement purposes only:

20 All California individuals on whom an employment-purposed report for which Defendant  
21 does not have an authorization on file was furnished to a Legacy Red Client any time  
22 from August 17, 2012 to November 20, 2020.

23 6. The Court finds that the following persons have opted out of the Settlement in accordance with  
24 the Settlement and are not part of the Settlement Class:

- 25 a. Audelo, Manuel
- 26 b. Boromeo, Ronald/Shanni
- 27 c. Caldwell, Leah S.
- 28 d. Casado, Guadalupe

- 1 e. Duites, Ivan Perez  
2 f. Espinoza, Luis  
3 g. Fanning, Guadalupe  
4 h. Fanning, Lupita  
5 i. Figueroa, Terry  
6 j. Fernandez-Gomez, Santiago  
7 k. Hales, R. Stanton  
8 l. Hoyles, Warren Holmes  
9 m. Hughes, Melissa  
10 n. Jackson, Gregory M.  
11 o. Klebanoff, Megan  
12 p. Lee, Eresa Insol  
13 q. Maidonado, Daniel Alfredo  
14 r. Morales, Bryan Giovanni  
15 s. Nye, Scott D.  
16 t. Randolph, Diana L.  
17 u. Rodriguez, Adrian  
18 v. Russo, Stephen<sup>1</sup>  
19 w. Sanchez, Ricardo<sup>2</sup>  
20 x. Seward, Jason J.  
21 y. Silva, Lorryne  
22 z. Terrazas, Monica  
23 aa. Tong, Jing  
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25 <sup>1</sup> Mr. Russo's request to opt-out was untimely, but the Parties have agreed to waive the tardiness and  
26 allow him to opt out.

27 <sup>2</sup> Mr. Sanchez' request to opt-out was untimely, but the Parties have agreed to waive the tardiness and  
28 allow him to opt out.

1 bb. Wilks, Arlene Joyce

2 cc. Willis, Troy

3 7. Any Class Member who did not properly and timely submit a request for exclusion will  
4 automatically be bound by all terms and conditions of the Settlement, including its release of  
5 claims, and will be bound by the Final Approval Order, regardless of whether he or she has  
6 objected to the Settlement.

7 8. Within sixty (60) days of the Effective Date, Defendant shall certify to Class Counsel:

8 a. That the click-through certification on all active employment platforms was revised to  
9 include and will continue to include a past-tense certification that the user has complied  
10 with its disclosure and authorization obligations;

11 b. That a "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA"  
12 and sample disclosure and authorization forms were made available and will continue to  
13 be made available on Defendant's website;

14 c. That sample disclosure and authorization forms were included and will continue to be  
15 included in Defendant's FCRA Resource Information Packet prepared for and made  
16 available to clients; and

17 d. That Defendant's compliance process includes and will continue to include random  
18 audits for Section 1681b(b)(2) compliance.

19 9. Defendant subsequently may revise or rescind, in whole or in part, its website, platforms,  
20 policies, practices, or procedures to comply with or to reflect any change to any city, local, state,  
21 or federal laws, statutes, ordinances, executive orders, regulations, or constitutions, as part of  
22 Defendant's ongoing policy and process improvement efforts, or as otherwise permitted by law.  
23 If Defendant otherwise materially revises the programmatic changes set forth in subparagraphs a-  
24 d above and if such revision materially affects the Class, Defendant shall notify Class Counsel  
25 within sixty (60) days of the revision. A revision is material if it causes tangible, concrete injury  
26 to the Class.

27 10. There is no expiration date for these injunctive requirements.  
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11. Named Plaintiffs are appointed and designated for all purposes as representatives for the Class certified by this Order.
  12. Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C., Lonnie C. Blanchard III of the Blanchard Law Group, APC, and Shaun Setareh of the Setareh Law Group are appointed and designated as counsel for the Named Plaintiffs and the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
  13. The Court approves the Class Counsels' attorneys' fees and costs award of \$5,500,000.
  14. Defendant shall pay the following costs as set forth in the Settlement:
    - a. To the Blanchard Law Group, APC the amount of \$14,446.30;
    - b. To Peter R. Dion-Kindem, P.C. the amount of \$14,549.24;
    - c. To the Setareh Law Group the amount of \$15,361.51; and
    - d. To the Holmes Law Group, APC the amount of \$1,356.27.
  15. Defendant shall pay the following attorneys' fees as set forth in the Settlement:
    - a. To the Blanchard Law Group, APC the amount of \$1,581,743.14;
    - b. To Peter R. Dion-Kindem, P.C. the amount of \$1,581,743.13;
    - c. To the Setareh Law Group the amount of \$1,499,928.84;
    - d. To the Holmes Law Group, APC the amount of \$790,871.57.
  16. The Court approves the service awards of \$5,000 to Named Plaintiff Elizabeth Larroque and \$2,500 to Named Plaintiffs Marcus Chism and Michelle Blankenship and orders Defendant to pay such amounts as set forth in the Settlement.
  17. The Court approves the appointment of KCC as the Settlement Administrator and orders Defendant to pay the costs associated with the settlement administration as set forth in the Settlement. ~~Those costs are estimated to be \$500,000 to \$550,000.~~ *upto but no more than \$595,642.17.*

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18. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of this Judgment, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement and this Judgment to the full extent permitted or required by law.

IT IS SO ORDERED. *Plaintiffs shall file and serve formal Notice of Entry of Judgment*

Dated: 12/6/21

  
\_\_\_\_\_  
The Honorable Marie Weiner  
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am over the age of 18 and not a party to the within action. My business address is 2945  
3 Townsgate Road, Suite 200, Westlake Village, CA 91361. On December 8, 2021, I served the  
4 following document(s) described as:

5 **Notice of Entry of Judgment**

6 on interested parties in this action an original or true copy thereof enclosed in a sealed envelope  
7 addressed as follows:

8 *See Below Service List*

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11 xxx **(By Mail)** I deposited such envelope with postage thereon fully prepaid in the United States  
12 mail at a facility regularly maintained by the United States Postal Service at Los Angeles,  
13 California.

14 **(By Overnight Delivery)** I enclosed the documents in an envelope or package provided by  
15 an overnight delivery carrier and addressed to the persons at the address(es) identified above.  
16 I placed the envelope or package for collection and overnight delivery at an office or a  
17 regularly utilized drop box of the overnight delivery carrier.

18 xxx **(By Email)** Based on a court order or an agreement of the parties to accept electronic service,  
19 I caused the documents to be sent to the person(s) at the email addresses set forth above.

20 **(By Personal Service)**

21 By personally delivering copies to the person served.

22 I delivered such envelope by hand to the offices of the addressee pursuant to Code of  
23 Civil Procedure Section 1011.

24 I declare under penalty of perjury under the laws of the State of California that the above is true  
25 and correct. Executed on December 8, 2021.

26 

27 \_\_\_\_\_  
28 Kale M. Eaton

**Service List**

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