

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Peter R. Dion-Kindem (95267) Peter R. Dion-Kindem, P.C. 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 TELEPHONE NO.: 818-883-4900 FAX NO. (Optional): 818-338-2533 E-MAIL ADDRESS (Optional): peter@dion-kindemlaw.com ATTORNEY FOR (Name): Plaintiff Elizabeth Larroque	FOR COURT USE ONLY					
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Hall of Justice & Records						
PLAINTIFF/PETITIONER: Elizabeth Larroque, et al. DEFENDANT/RESPONDENT: First Advantage LNS Screening Solutions, Inc.						
<table> <tr> <td colspan="2" style="text-align: center;"> NOTICE OF ENTRY OF JUDGMENT OR ORDER </td> <td rowspan="2" style="vertical-align: top;"> CASE NUMBER: JCCP 4961 </td> </tr> <tr> <td style="vertical-align: top;"> (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) </td> <td style="vertical-align: top;"> <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less) </td> </tr> </table>		NOTICE OF ENTRY OF JUDGMENT OR ORDER		CASE NUMBER: JCCP 4961	(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000)	<input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)
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TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): 12/6/2021
2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 8, 2021

Peter R. Dion-Kindem

(TYPE OR PRINT NAME ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

FILED
SAN MATEO COUNTY

DEC - 6 2021

Clerk of the Superior Court

By  DEPUTY CLERK

Electronically
RECEIVED

4/23/2021

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

FIRST ADVANTAGE CREDIT CASES,

Coordination Proceeding
Special Title (CRC Rule. 3.550)

Case No. JCCP4961

CLASS ACTION

(Assigned to the Hon. Marie S. Weiner - Dept.
2)

**[Proposed] Final Approval Order and
Judgment**

On May 4, 2021, this matter came before the Court on the Motion of Plaintiffs Elizabeth Larroque, Marcus Chism, and Michelle Blankenship ("Named Plaintiffs") for Final Approval of the Class Action Settlement between the Named Plaintiffs and Defendant First Advantage Background Services Corp. The Court, having reviewed and considered all documents, evidence, and arguments presented by counsel in support of said motion and the objections filed by Class Members, finds and orders as follows:

1. This Order incorporates by reference the definitions in the Joint Stipulation of Class Action Settlement Agreement and Release of Claims and the Addendum thereto dated October 28, 2020 (collectively, the "Stipulation" or "Settlement"), which, together with the exhibits annexed thereto, set forth the terms and conditions for a proposed settlement and which are attached as

*and considering the KCC
Supplemental Declaration filed 6/3/21*

Final Approval Order and Judgment

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

2. The Court finds that extensive and costly investigation and research has been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. The Court further finds that the Settlement will avoid substantial additional costs by all Parties as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court finds that the Settlement has been reached as the result of intensive, serious, and non-collusive, arm's-length negotiations.
3. The Court finds that the Settlement is within the range of reasonableness of a settlement. The Court has reviewed the consideration that is being provided as part of the Settlement and finds that the consideration made available to all Class Members and the injunctive relief provided in the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to liability and damages.
4. Based on the Court's findings, and upon consideration of the Settlement, the papers filed in support of final approval, the objections submitted by certain Class Members (which the Court has reviewed along with the Parties' responses thereto and which the Court overrules), and the information presented at the May 4, 2021 hearing on the motion, the Settlement is finally approved as fair, reasonable, and adequate.
5. The Court certifies the following Class for settlement purposes only:

All California individuals on whom an employment-purposed report for which Defendant does not have an authorization on file was furnished to a Legacy Red Client any time from August 17, 2012 to November 20, 2020.
6. The Court finds that the following persons have opted out of the Settlement in accordance with the Settlement and are not part of the Settlement Class:
 - a. Audelo, Manuel
 - b. Boromeo, Ronald/Shanni
 - c. Caldwell, Leah S.
 - 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, Stephen¹
19 w. Sanchez, Ricardo²
20 x. Seward, Jason J.
21 y. Silva, Lorryne
22 z. Terrazas, Monica
23 aa. Tong, Jing
24

25 _____
26 ¹ Mr. Russo's request to opt-out was untimely, but the Parties have agreed to waive the tardiness and
allow him to opt out.

27 ² 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.
28

- 1 11. Named Plaintiffs are appointed and designated for all purposes as representatives for the Class
2 certified by this Order.
- 3 12. Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C., Lonnie C. Blanchard III of the Blanchard
4 Law Group, APC, and Shaun Setareh of the Setareh Law Group are appointed and designated as
5 counsel for the Named Plaintiffs and the Class ("Class Counsel"). Class Counsel is authorized to
6 act on behalf of Class Members with respect to all acts or consents required by, or which may be
7 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
8 Settlement.
- 9 13. The Court approves the Class Counsels' attorneys' fees and costs award of \$5,500,000.
- 10 14. Defendant shall pay the following costs as set forth in the Settlement:
- 11 a. To the Blanchard Law Group, APC the amount of \$14,446.30;
- 12 b. To Peter R. Dion-Kindem, P.C. the amount of \$14,549.24;
- 13 c. To the Setareh Law Group the amount of \$15,361.51; and
- 14 d. To the Holmes Law Group, APC the amount of \$1,356.27.
- 15 15. Defendant shall pay the following attorneys' fees as set forth in the Settlement:
- 16 a. To the Blanchard Law Group, APC the amount of \$1,581,743.14;
- 17 b. To Peter R. Dion-Kindem, P.C. the amount of \$1,581,743.13;
- 18 c. To the Setareh Law Group the amount of \$1,499,928.84;
- 19 d. To the Holmes Law Group, APC the amount of \$790,871.57.
- 20 16. The Court approves the service awards of \$5,000 to Named Plaintiff Elizabeth Larroque and
21 \$2,500 to Named Plaintiffs Marcus Chism and Michelle Blankenship and orders Defendant to
22 pay such amounts as set forth in the Settlement.
- 23 17. The Court approves the appointment of KCC as the Settlement Administrator and orders
24 Defendant to pay the costs associated with the settlement administration as set forth in the
25 Settlement. ~~Those costs are estimated to be \$500,000 to \$550,000.~~ *upto but no*
26 *more than \$595,642.17.*
- 27
- 28


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

5 IT IS SO ORDERED.

6 *Plaintiffs shall file and serve formal Notice*
7 *of Entry of Judgment*

8 Dated: _____

9 *12/6/21*

10 
11 _____
12 The Honorable Marie Weiner
13 Judge of the Superior Court
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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*

9
10
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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