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6 Attorneys for Plaintiff
7 Syed Ahmed Kabir

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

11 SYED AHMED KABIR, on behalf of
12 himself, all others similarly situated, and the
13 general public,

13 Plaintiff,

14 vs.

15 CHEVRON STATIONS, INC., a Delaware
16 corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.

) CASE NO.: 20STCV05468

) [Assigned for all purposes to the Honorable Elihu M.
Berle - SSC Dept. "6"]

) **CLASS ACTION**

) **DECLARATION OF BRUCE KOKOZIAN IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

) [Filed Concurrently with Notice Of Motion And
Motion For Preliminary Approval Of Class Action
Settlement; [Proposed] Order]

) **Hearing information**

) Date: September 10, 2021

) Time: 11:00 a.m.

) Dept.: SSC 6

) Filing Date: 2/11/2020

23 **DECLARATION OF BRUCE KOKOZIAN**

24 I, Bruce Kokozyan, declare:

25 1. I am an attorney licensed to practice before all courts of the State of California. My firm
26 filed the present class action lawsuit against Defendant CHEVRON STATIONS, INC. My office is
27

1 requesting that we be appointed Class Counsel for the Class Action Plaintiffs, Class Representative and
2 all others similarly situated herein, (collectively hereinafter “Plaintiffs”). Except for those matters
3 stated on information and belief, which I am informed and believe to be true and correct, I have
4 personal knowledge of all matters set forth herein. If called as a witness, I could and would competently
5 testify thereto under oath.

6 **The Lawsuit and the Claims Asserted Therein**

7 2. On February 11, 2020 Plaintiff filed this case alleging that Defendant CHEVRON
8 STATIONS INC. (hereinafter Defendant or “CHEVRON”) committed violations of the Fair Credit
9 Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 et seq., The action alleges that Defendant conducted pre-
10 employment background checks without complying with the requirements of the FCRA, including the
11 requirement of 15 U.S.C. § 1681b (b)(2)(A) that the background check be disclosed in a document that
12 “consists solely of the disclosure.”

13 **Extensive Discovery and Mediation**

14 3. The case has been prosecuted diligently for over one year. Plaintiffs’ counsel’s investigation
15 included meeting with Plaintiff, conducting legal research and analysis of the applicable law as applied
16 to the facts discovered regarding Plaintiff’s claims and the defenses thereto and analyzing Defendant’s
17 potential liability exposure.

18 4. As part of the investigation, Plaintiff’s counsel also has conducted a study and investigation of
19 the law and facts relating to the claims that were asserted and that could have been asserted, as well as a
20 study and investigation of the scope and identity of the settlement class, and has concluded, taking into
21 account the benefits of this settlement, and the risks and delays of further litigation, as well as the
22 strengths and weakness of Plaintiff’s claims and Defendant’s defenses, that this settlement is fair,
23 reasonable, and adequate, and in the best interests of the Plaintiff and all members of the classes
24 affected by it.

25 5. Plaintiff’s counsel also reviewed background check policies and the actual background check
26 disclosure and authorization forms of those who applied for employment at Defendant.

27 6. Plaintiff’s counsel thoroughly analyzed the evolving, and often conflicting case law governing
28 FCRA class actions as well as other types of actions including the related Fair and Accurate Credit

1 Transaction Act where “willfulness” and “proof of actual injury” are often disputed. All of this review
2 and investigation allowed Plaintiff’s counsel to structure a settlement that provides benefits directly to
3 the persons who were required to use the allegedly unlawful forms.

4 7. The parties held a full day mediation sessions on March 25, 2021 with mediator and retired
5 Judge Honorable Ronald M. Sabraw, a well-regarded mediator who has mediated many employment
6 class actions. At mediation, the parties extensively discussed their views of the strengths and
7 weaknesses of the case including the merits and risk.

8 8. Based on the information obtained through informal discovery, as well as the stage of the
9 proceedings, Plaintiffs and their counsel had sufficient information to intelligently evaluate Defendant’s
10 potential exposure to the Class in view of the risks of continued litigation. I believe that the proposed
11 settlement is fair, reasonable and adequate.

12 **The Parties Settled After Arm’s Length Discussions**

13 9. The proposed Settlement was the culmination of discussions between the parties following a
14 thorough analysis of the pertinent facts and law at issue. Plaintiff obtained informal discovery including
15 documents pertaining to background checks. Following these negotiations, the parties were able to
16 reach an agreement on all material terms of the proposed relief to the class. Only after the parties had
17 reached this agreement did they negotiate attorneys’ fees, costs and incentive awards. Ultimately, the
18 parties reached an agreement on these terms as well, formalizing all terms in the Settlement Agreement.

19 10. Attached hereto as Exhibit 1 is a true and correct copy of the Class Action Settlement
20 Agreement and Release of Claims (hereafter “Settlement” or “Settlement Agreement”) fully executed
21 by the parties in this case.

22 11. Attached to Exhibit 1 as Exhibit A is a true and correct copy of the Notice of Class Action
23 Settlement (“Class Notice”) to be mailed to class members by the settlement administrator. Also for
24 the convenience of the Court, attached as Exhibit “2” is a stand alone true and correct copy of the
25 proposed Class Notice.

26 **The Views of Experienced Counsel and Adequacy of Counsel**

27 12. My firm is well-experienced class action attorneys. I have considerable experience in class
28 action litigation including wage and hour class action and Fair Credit Reporting Act cases. My office

1 possesses significant class action experience, trial experience, and possesses significant experience in
2 wage and hour class actions and Fair Credit Reporting Act cases involving allegations that the
3 defendant employer failed to provide a legally compliant stand-alone disclosure.

4 13. I have been in practice for over 23 years and have focused my practice in representing
5 employees in employment-related matters including class actions (wage and hour, FCRA) and
6 employment discrimination. I graduated from UCLA with a B.A. in Economics in 1994. My G.P.A.
7 was 3.95. I was Phi Beta Kappa and Summa Cum Laude at UCLA. I received my Juris Doctor from
8 UCLA School of Law in Los Angeles in 1997. I was admitted to the State Bar of California in 1998. I
9 am admitted to practice in all state courts in California, United States District Courts of California, and
10 the United States Supreme Court. I am an active member of the California Employment Lawyer's
11 Associates ("CELA"), Consumer Attorneys Association of Los Angeles ("CAALA"), Consumer
12 Attorneys of California ("CAOC"), and the Labor and Employment Section of the Los Angeles County
13 Bar.

14 14. I am very experienced class action counsel. Some of the class action litigation on which Bruce
15 Kokozyan has served as lead and/or Class Counsel are as follows: *Grant v. Preferred Response Security*
16 *Services*- LASC Case No. BC413046; *Barseghian v. KFORCE Inc.*- LASC Case No. BC419387; LASC
17 *Floch v. San Gabriel Transit, Inc.*- Case No. BC411319; LASC *Vitaliano Gonzalez et al. v. Grant*
18 *Parking, Inc.*- Case No. BC410406; *Cotti Foods Wage and Hour Cases*- JCCP 4599; *Batts v. Hyde*
19 *Park Convalescent Hospital, Inc.*- LASC Case No. BC 445405; *Browning v. CCA Educorp, Inc.*- LASC
20 Case No. BC 440579; *Hager v. Diversified Education Co.*- LASC Case No. BC452566; *Tomasi v.*
21 *Verdugo Hills Hospital*- LASC Case No. BC494171; *Alvarez v. Mountain Valley Express*- LASC Case
22 No. BC 535460; *Cochran v. Schwan's Home Service, Inc.*- Case No. LASC BC 449547; *Rodriguez v.*
23 *Willdan Lighting & Electric of California*- LASC Case No. BC554885; *Minda Rosero and Esmeralda*
24 *Aranda v. East L.A Hospital, LP. Et al*- LASC Case No. BC 505483; *Ortiz v. Vantage Oncology*-
25 LASC Case No. BC560016; *Gonzalez v. MedReach, Inc.*- LASC Case No. BC 567883; *Wilson v.*
26 *Molina Healthcare, Inc. et al.* - LASC Case No. BC597353; *Soto v. Covenant Security Services, LTD*-
27 San Bernardino Superior Court Case No. CIVDS1413482.

28 15. My firm has also been involved in favorable appellate court decisions which have

1 been very important in wage and hour class action law, specifically the case of *Cochran v. Schwan's*
2 *Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (one of the first California cases to consider the
3 California Supreme Court decision in *Duran v. U.S. National Bank Association* (2014) 59 Cal.4th 1,
4 holding that plaintiffs can use statistical sampling evidence to establish either liability or damages in a
5 wage and hour class action case. The Schwan's opinion is also a seminal case regarding an employers'
6 obligation to reimburse employees' business expenses under California Labor Code §2802.

7 16. I have been invited to lecture and/or provide informational seminars regarding California
8 employment discrimination and wage and hours laws. I have provided such lectures to the prominent
9 entertainment law firm of King Holmes Paterno & Berliner, LLP in Century City and also provided
10 such lecture to the Beverly Hills Bar Association. In 2016, I along with a partner from Sheppard,
11 Mullin, Richter & Hampton LLP presented a program regarding California Employment Law to the
12 Beverly Hills Bar Association.

13 17. I have handled no less than several hundred employment litigation matters to successfully
14 resolution. I have achieved significant confidential settlements and trial victories for Plaintiffs in
15 employment matters. In past 6 years I was selected as Super Lawyer by Super Lawyer magazine for
16 being in the top 5% of attorneys in Southern California.

17 18. Further, I have significant trial experience and have achieved significant and record breaking
18 trial victories. In 2013, I and another Plaintiff's counsel, together achieved one of the highest single
19 Plaintiff employment discrimination awards in Southern California at the time in the amount of
20 approximately 21.7 million dollars in the matter of *Rodriguez v. Valley Vista, Inc.* - LASC case number
21 BC473793. This verdict in 2013 was the 94th largest verdict in the United States of America for any
22 type of matter as reported in the Verdict Search publication. Again in 2015, I was able to achieve a
23 significant trial victory in excess of 2.7 million dollars on behalf of an employee who was not
24 accommodated at the workplace due to her disability in the matter of *Patricia Hancock v. Time Warner*
25 *Cable LLC et al.* - LASC case number BC482161.

26 19. Kokozyan Law Firm, APC has no conflicts of interest with absent Settlement Class Members.

27 **Reasonableness of Requested Fees and Costs**

28 20. Kokozyan Law Firm, APC intends to request attorneys' fees of up to \$165,000 (one-third of the

1 Settlement Fund of \$495,000) and our actual costs of up to \$15,000. In view of Class Counsel's efforts
2 and risks in pursuing this case, and the expenses incurred in vigorously litigating these claims, these
3 amounts are well within the range of reasonableness and thus warrant preliminary approval. Indeed, as
4 Class Counsel in class actions, I have routinely been awarded fees amounting to approximately one-
5 third of the settlement fund.

6 21. Kokozyan Law Firm, APC has done extensive work in connection with this case including but
7 not limited to, conducting the initial investigation of the case and developing the facts and theories
8 regarding FCRA claims, in this case includes pre-litigation investigation of Defendant and their
9 practices, assessment of the applicable law, drafting pleadings, informal discovery, reviewing
10 documents produced by Defendants, litigated the matter for over one year, and then working up and
11 drafting a mediation brief, attending a day long mediation, and drafting a motion for preliminary
12 approval.

13 22. The Class Counsel prosecuted this matter on a contingent basis meaning that if the case were
14 unsuccessful the firm would have received no compensation or reimbursement of costs. The time spent
15 on the litigation took a considerable amount of time and effort that could have been spent on other fee
16 generating work.

17 **Reasonableness of Settlement Administration Costs**

18 23. CPT Group, Inc. is an experienced and reputable settlement administrator. In my experience,
19 the charges of the Settlement Administrator CPT Group, Inc. are reasonable given the class size and the
20 work involved in administering the settlement.

21 **Reasonableness of Class Representative Enhancement Award**

22 24. Plaintiff's Syed Kabir spent considerable time speaking with counsel, gathering documents, and
23 reviewing the Settlement, among other things, and their assistance was instrumental in achieving a
24 settlement amount that is significant to the similarly situated individuals she sought to represent.
25 Further, Plaintiff took on the personal risk of facing intrusive discovery demanded by their former
26 employer, of making their future employment prospects uncertain, and exposed themselves to a
27 possible cost award if the litigation were lost.

28 25. Like Settlement Class Members, Plaintiff was the subject of a consumer report procured for

1 employment purposes, and to whom an authorization form disclosing the employer's intent to obtain a
2 background check that contains allegedly extraneous information. Plaintiff has no conflict of interest
3 with absent Settlement Class Members and has agreed to place the class's interests above her own.

4 26. Based on my extensive experience as plaintiffs' counsel in class actions, the proposed
5 enhancement award is reasonable.

6
7 I declare under the penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct.

9
10 Executed this 21st day of July 2021 at Beverly Hills, California

11
12 

13 _____
14 Bruce Kokozyan, Esq.
15 Declarant
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Exhibit “1”

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Attorneys for Plaintiff
Syed Ahmed Kabir

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

SYED AHMED KABIR, on behalf of
himself, all others similarly situated, and the
general public,

Plaintiff,

vs.

CHEVRON STATIONS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

) CASE NO.: 20STCV05468

) [Assigned for all purposes to the Honorable Elihu M.
) Berle - SSC Dept. "6"]

) **CLASS ACTION**

) **CLASS ACTION SETTLEMENT AGREEMENT**
) **AND RELEASE OF CLAIMS**

) Filing Date: 2/11/2020

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action Settlement Agreement and Release of Claims ("Agreement") is made and entered into, as of the date set forth below, between Plaintiff Syed Ahmed Kabir ("Plaintiff" or "Class Representative" of "Kabir"), both individually and on behalf of all members of the Class as defined herein, and Defendant CHEVRON STATIONS INC., erroneously sued as CHEVRON STATIONS, INC. ("Chevron" or "Defendant") (collectively, the "Parties").

1. THE CONDITIONAL NATURE OF THIS AGREEMENT

(a) This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the above-captioned action. This Agreement and the settlement

1 it evidences are made in compromise of disputed claims. Because this action was
2 pled as a class action, this Agreement must receive preliminary and final approval
3 by the Court. Accordingly, the Parties enter into this Agreement on a conditional
4 basis. If the Court does not enter the Judgment, the proposed Judgment does not
5 become a Final Judgment for any reason, and/or the Effective Date does not occur,
6 this Agreement, and the settlement it evidences, shall be deemed null and void ab
7 initio; it shall be of no force or effect whatsoever; it shall not be referred to or
8 utilized for any purpose whatsoever; and the negotiation, terms and filing of the
9 Agreement shall remain subject to the provisions of Federal Rule of Evidence 408,
10 California Evidence Code sections 1119 and 1152, and any other analogous rules
11 of evidence that are applicable.

12 (b) Defendant denies all claims as to liability, damages, penalties, interest, fees,
13 restitution, injunctive relief and all other forms of relief as well as the class and
14 representative allegations asserted in the Action, as that term is defined below.
15 Defendant has agreed to resolve the Action via this Agreement, but to the extent
16 this Agreement is deemed void or the Effective Date does not occur, Defendant
17 does not waive, but rather expressly reserves, all rights to challenge all such claims
18 and allegations in the Action upon all procedural, merit, and factual grounds,
19 including, without limitation, the ability to challenge class treatment on any
20 grounds, as well as asserting any and all other privileges and potential defenses.

21 (c) Class Representative agrees not to argue or present any argument, and hereby
22 waives any argument that, based on this Agreement, Defendant cannot contest class
23 certification on any grounds whatsoever, or assert any and all other privileges or
24 potential defenses if this Action were to proceed.

25 (d) Similarly, to the extent this Agreement is deemed void or the Effective Date does
26 not occur, Class Representative does not waive, but rather expressly reserves, all
27 rights to move and argue for class certification and all merits determinations in his
28 favor and in favor of the class.

(e) To the extent this Agreement is deemed void or the Effective Date does not occur, Defendant agrees not to argue or present any argument, and hereby waives any argument that, based on this Agreement, Class Representative cannot seek certification or assert any arguments in support of the merits of their claims.

2. DEFINITIONS

(a) "Action" means the above captioned action, identified as *Syed Ahmed Kabir vs. Chevron Stations, Inc., et al.*, Superior Court of the State of California for the County of Los Angeles Case No. 20STCV05468.

(b) "Class" means all persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through the Preliminary Approval Date.

(c) "Class Counsel" means Bruce Kokozyan and Alex DiBona of Kokozyan Law Firm, APC.

(d) "Class Member" means any individual who is a member of the Class.

(e) "Class Period" means the period of time from February 11, 2015 through the Preliminary Approval Date.

(f) "Class Representative" means Plaintiff Syed Ahmed Kabir.

(g) "Class Representative Released Claims" means with respect only to Class Representative Syed Ahmed Kabir any and all his claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542, as quoted herein, that could have been or are asserted based on the Class Representative's application for employment, employment with, and separation from Defendant, arising at any time up to and including the Preliminary Approval Date, for any type of relief, including, without limitation, claims based on the alleged violations of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), Investigative Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.),

1 Consumer Credit Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.), California
2 Business & Professions Code §§ 17200, et seq., and any other federal, state or local law governing the
3 procurement and use of background/credit checks; Title VII of the Civil Rights Act of 1964, as
4 amended, 42 U.S.C. §2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the
5 Americans with Disabilities Act (“ADA”), 42 U.S.C. §12101 et seq.; the ADA Amendments Act
6 (“ADAAA”); the Family and Medical Leave Act (“FMLA”), 29 U.S.C. §2601 et seq.; the Fair Labor
7 Standards Act (“FLSA”); the California Fair Employment and Housing Act, as amended, Cal. Gov’t
8 Code §§ 12900 et seq.; Unruh Civil Rights Act, as amended; California Equal Pay Law, Cal. Lab. Code
9 §§ 1197.5 et seq., California Whistleblower Protection Law, Cal. Lab. Code §§ 1102.5 to 1104,
10 California Family Rights Act, Cal. Gov’t Code §§ 12945.1 et seq.; Minimum Wage Requirement, Cal.
11 Lab. Code § 1197; California Wage Payment Laws, Cal. Lab. Code §§ 1182.11 to 1182.12; California
12 WARN law, Cal. Lab. Code §§ 1400 to 1408, the California Constitution; any applicable California
13 Industrial Welfare Commission Wage Order, and any and all other federal and state wage/hour and
14 wage payment claims and federal and state claims for discrimination, harassment, and retaliation,
15 attorneys’ fees, injunctive relief, or penalties related to any and all alleged unlawful discrimination; and
16 all other claims under any federal or state common law, statutory, or regulatory provision, now or
17 hereafter recognized, and all claims for attorneys’ fees and costs, **to the fullest extent permitted by**
18 **law**. This Agreement is effective without regard to the legal nature of the claims raised and without
19 regard to whether any such claims are based upon tort, equity, implied or express contract, or
20 discrimination of any sort. The Class Representative Released Claims include, but are not limited to,
21 the Released Claims. Moreover, in consideration for this Agreement and the consideration set forth
22 herein, Class Representative acknowledges that the releases herein includes potential claims and costs
23 that may not be known or suspected to exist, and that Class Representative hereby expressly and
24 affirmatively waives, and relinquish any and all rights and benefits which he may otherwise have
25 relating to the Class Representative Released Claims or any other Released Claims pursuant to
26 California Civil Code section 1542, which provides:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
28 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
2 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
3 THE DEBTOR OR RELEASED PARTY.

4 (h) "Complaint" means the operative Complaint filed in this Action by Plaintiff Syed
5 Ahmed Kabir on or about February 11, 2020.

6 (i) "Court" shall mean the Superior Court of the State of California for the County of Los
7 Angeles.

8 (j) "Database" means an electronic list of each Class Member, including each person's
9 name and last known address.

10 (k) "Defendant's Counsel" means Robert D. Eassa and Marc A. Koonin of Duane Morris
11 LLP.

12 (l) "Effective Date" means the date on which the Judgment becomes a Final Judgment.

13 (m) "FCRA" means the "Fair Credit Reporting Act."

14 (n) "Final Approval Date" means the date on which the Court enters the Judgment.

15 (o) "Final Approval Hearing" means a hearing set by the Court, to take place, for the
16 purpose of (i) determining the fairness, adequacy, and reasonableness of the settlement terms and
17 associated Agreement pursuant to class action procedures and requirements; (ii) determining the
18 amount of the award of attorneys' fees and costs to Class Counsel; (iii) determining the amount of the
19 Service Payment to the Class Representative; and (iv) entering the Judgment.

20 (p) "Final Judgment" means the later of: (a) if no objections are timely filed or any
21 objections filed have been withdrawn, the date of Final Approval of this Settlement Agreement
22 (through an Order and Final Judgment) by the trial court; (b) if objections are filed but no appeal is
23 filed, the expiration date of the time for filing notice of any appeal from the Order Granting Final Class
24 Action Settlement Approval and the Final Judgment by the trial court (which is sixty (60) calendar days
25 after service of the notice of entry of the Order and Judgment); or (c) if an appeal is filed, the latest of
26 (i) the date of final affirmance of an appeal of that Order, (ii) the expiration of the time for a petition for
27 writ of certiorari to review the Order if affirmed and, if the certiorari be granted, the date of final
28 affirmance of the Order following review pursuant to that grant; or (iii) the date of final dismissal of

1 any appeal from the Order or the final dismissal of any proceeding on certiorari to review the Order that
2 has the effect of confirming the Order.

3 (q) "Gross Settlement Amount" is the sum of Four Hundred Ninety Five Thousand Dollars
4 and Zero Cents (\$495,000.00), which represents the amount payable in this Agreement by Defendant,
5 which includes, without limitation, attorneys' fees and costs, costs of settlement administration by the
6 Settlement Administrator, Service Payment to the Class Representative, and the amounts payable to
7 Settlement Class Members.

8 (r) "Judgment" means the judgment and order of final approval to be executed and filed by
9 the Court pursuant to this Agreement following the Final Approval Hearing.

10 (s) "Net Settlement Amount" means the Gross Settlement Amount less attorneys' fees and
11 costs, costs of Settlement administration by the Settlement Administrator, and Service Payment to the
12 Class Representative.

13 (t) "Non-Settlement Class Member" means a Class Member who submits a valid and timely
14 Opt-Out Request to be excluded from the settlement.

15 (u) "Class Notice" shall mean the document attached hereto as Exhibit A.

16 (v) "Opt-Out Request" means a signed written request to be excluded from the settlement.

17 (w) "Parties" shall mean, collectively, the Class Representative and the Defendant, each of
18 whom, may be separately referred to as a "Party."

19 (x) "Preliminary Approval Date" means the date the Court enters the Preliminary Approval
20 Order.

21 (y) "Preliminary Approval Order" means an order of the Court preliminarily approving the
22 settlement and the exhibits thereto, and providing for notice to the Class, an opportunity to opt out of
23 the Class, an opportunity to submit timely objections to the settlement, and setting a hearing on the final
24 fairness of the terms of settlement, including approval of the Service Payment and attorneys' fees and
25 costs.

26 (z) "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of
27 the Internal Revenue Code established by the Settlement Administrator for the purpose of administering
28 this settlement.

1 (aa) "Released Claims," as to each member of the Settlement Class for the Class Period,
2 means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever
3 kind or nature that were pled or reasonably could have been pled based on the factual allegations
4 contained in the Complaint and covers the period from February 11, 2015 to the Preliminary Approval
5 Date, **to the fullest extent permitted by law.** The Released Claims specifically include claims for
6 violations (specifically including negligent and willful violations) of the Fair Credit Reporting Act,
7 including but not limited to 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1) and (g)(c), the Investigative
8 Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.), the Consumer Credit
9 Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.) and any other federal, state or local
10 law governing the procurement or use of background/credit checks, including laws regarding
11 background check disclosures and authorizations and pre-adverse and adverse action notices, other
12 penalties, related tort, contract, and punitive damages claims, claims for interest, attorneys' fees,
13 litigation, and other costs, expenses, restitution, and equitable and declaratory relief.

14 (bb) "Released Parties" means: (i) Defendant; (ii) any and all of Defendant's affiliates,
15 including, but not limited to, predecessors, successors and assigns, parent corporations, subsidiary
16 corporations, and divisions, joint venturers, partners; and (iii) all of their past and present shareholders,
17 members, owners, employees, officers and directors, insurers, re-insures, representatives, attorneys,
18 administrators, accountants, auditors, advisors, consultants, and agents, whether acting as agents or in
19 their individual or corporate capacities.

20 (cc) "Service Payment" means the amount approved by the Court to be paid to the Class
21 Representative in recognition of the Class Representative's efforts in coming forward as a Class
22 Representative and participating in the Action, including attending a deposition and mediation.

23 (dd) "Settlement Administrator" means CPT Group, Inc.

24 (ee) "Settlement Administration Costs" means the fees and expenses reasonably incurred by
25 the Settlement Administrator as a result of the procedures and processes expressly required by this
26 Agreement.

27 (ff) "Settlement Class" shall mean all Class Members who do not timely send a signed valid
28 Opt-Out Request that is received by the Settlement Administrator.

1 (gg) "Settlement Class Member" means any individual who is a member of the Settlement
2 Class.

3 (hh) "Settlement Payment" means the amount due each Settlement Class Member under the
4 terms of this Agreement.

5 (ii) "Agreement" shall mean this Class Action Settlement Agreement and Release of Claims
6 and all Exhibits attached to it.

7 **3. POSITION OF THE PARTIES**

8 (a) As set forth in the Complaint, Plaintiff contends that Defendant failed to make the proper
9 disclosures or obtain the proper authorizations as required under the Fair Credit Reporting Act when
10 obtaining a consumer report for employment purposes. Plaintiff also contends that his claims are
11 suitable to meet certain class certification requirements.

12 (b) Defendant specifically and generally denies any and all liability or wrongdoing of any
13 sort with regard to the claims alleged, makes no concessions or admissions of liability of any sort, and
14 contends that for any purpose other than settlement, the Action is not appropriate for class action or
15 representative action treatment. Nonetheless, Defendant has concluded that further conduct of the
16 Action would be protracted, distracting and expensive, and that it is desirable that the Action be fully
17 and finally settled in the manner and upon the terms and conditions set forth in this Agreement.
18 Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has
19 therefore determined that it is desirable and beneficial to settle the Action in the manner and upon the
20 terms and conditions set forth in this Agreement.

21 (c) Neither this Agreement, nor any document referred to in it, nor any actions taken
22 pursuant to this Agreement, is or should be construed as an admission by Defendant of any fault,
23 wrongdoing, or liability whatsoever. Nor should the settlement be construed as an admission that
24 Plaintiff and the purported class meet any of the required elements for certification under applicable
25 law.

26 (d) Each party vigorously disputes the other party's contentions, but these contentions have
27 taken into account in assessing the risks of litigation and the benefits of reaching a settlement.

28 (e) The Parties agree that the above-described discovery, exchange of information, and

1 evaluation are sufficient to assess the merits of the respective Parties' positions and to compromise the
2 claims on a fair and equitable basis. Based on their own independent investigation and evaluation, Class
3 Counsel is of the opinion that the settlement with Defendant for the consideration and under the terms
4 set forth below, considering the strengths and weaknesses of the claims on the merits is fair, reasonable,
5 and adequate in light of all known facts and circumstances, and is in the best interests of the Class.

6 (f) Class Counsel has also weighed the monetary benefit under the settlement to the Class
7 against the expenses and length of continued proceedings that would be necessary to prosecute the
8 Action against Defendant through trial and possible appeals. Class Counsel has also taken into account
9 the uncertain outcome and risk of any litigation, especially in complex actions such as class actions, as
10 well as the difficulties and delay inherent in such litigation. Therefore, Class Counsel has determined
11 that the settlement set forth in this Agreement is in the best interests of the Class.

12 **4. OPERATIVE TERMS OF THE AGREEMENT**

13 (a) Class Certification for settlement purposes only

14 (i) The Parties stipulate, for settlement purposes only, to the conditional certification by the
15 Court of the Class, as defined above.

16 (ii) If, for any reason, the Court does not approve this settlement, fails to enter the Judgment,
17 or if this Agreement is terminated for any other reason, no class will have been certified and Defendant
18 shall retain the right to dispute the appropriateness of class certification. This Agreement shall not be
19 construed as an admission that Plaintiff could meet any of the class action requirements contained in
20 applicable law.

21 **(b) Gross Settlement Amount**

22 (i) Defendant shall pay Four Hundred Ninety Five Thousand Dollars and Zero Cents
23 (\$495,000.00) as the Gross Settlement Amount to resolve the Action on a class-wide basis, as described
24 more fully below. The Gross Settlement Amount includes the settlement Administration Costs
25 (estimated at \$52,000), reasonable attorneys' fees not to exceed \$165,000, which equates to 33⅓% of
26 the Gross Settlement Amount) plus costs as determined by the Court for Class Counsel (not to exceed
27 Fifteen Thousand (\$15,000.00), the Service Payment to the Class Representative (not to exceed Seven
28 Thousand Five Hundred Dollars (\$7,500.00), with the remainder to pay the Settlement Payments to

1 Settlement Class Members as set forth herein.

2 **(c) Service Payment to Class Representative**

3 (i) The Service Payment to the Class Representative will, subject to Court approval, be paid
4 by Defendant in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) from the
5 Gross Agreement Amount for service and assistance to the Class. Defendant will not oppose the Class
6 Representative's request for Service Payment not to exceed this amount. The Service Payment to the
7 Class Representative will be in addition to his Settlement Payment.

8 (ii) Because the Service Payment represents payment to the Class Representative for service
9 to the Class Members, payroll taxes will not be withheld from the Service Payment. The Agreement
10 Administrator will report the Service Payment on a Form 1099, and any other required tax forms, and
11 will provide them to the Class Representative and to the pertinent taxing authorities as required by law.
12 The Class Representative assumes full responsibility for paying all taxes, federal and state, if any, due
13 as a result of the Service Payment and agrees to indemnify Defendant for any such taxes owed by him.

14 **(d) Attorneys' Fees and Costs**

15 (i) Class Counsel shall apply to the Court for an award of reasonable attorneys' fees not to
16 exceed One Hundred Sixty Five Thousand Dollars, which equates to 33 $\frac{1}{3}$ % of the Gross Settlement
17 Amount, plus reasonable costs from the Gross Settlement Amount (not to exceed \$15,000). Defendant
18 will not oppose these requests. Any amount of the requested attorneys' fees and costs not awarded by
19 the Court will become part of the Net Settlement Amount.

20 **(e) Settlement Administration Costs**

21 (i) The Settlement Administration Costs shall be paid out of the Gross Settlement Amount.
22 The Settlement Administration Costs are estimated at \$52,000, and shall include, but not be limited to:
23 all costs of administering the settlement, all tax document preparation, custodial fees, and accounting
24 fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and
25 mailing any and all notices and other correspondence to Class Members and/or Settlement Class
26 Members; all costs and fees associated with communicating with Class Members, Class Counsel, and
27 Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying
28 the Settlement Payment, and resolving disputed claims; all costs and fees associated with calculating

1 tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and
2 issuing tax forms relating to payments made under the Agreement; all costs and fees associated with
3 preparing any tax returns and any other filings required by any governmental taxing authority or
4 agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared
5 in the course of administering Settlement Payment; maintaining a case website; and any other costs and
6 fees incurred and/or charged by the Settlement Administrator in connection with the execution of its
7 duties under this Agreement.

8 (ii) The actions of the Settlement Administrator shall be governed by the terms of this
9 Agreement and any orders of the Court. The Parties agree that communications to and from the third-
10 party claims administrator will include both Plaintiffs' counsel and Defendant's counsel.

11 (iii) In the event that either Defendant's Counsel or Class Counsel take the position that the
12 Settlement Administrator is not acting in accordance with the terms of the Agreement, such party shall
13 meet and confer first with opposing counsel and/or, if necessary with the Settlement Administrator to
14 attempt to resolve the issue. Should those efforts fail, counsel shall jointly approach the Court.

15 **(f) Calculation of Agreement Payments**

16 (i) The Net Settlement Amount shall be divided evenly among Class Members on a pro rata
17 basis.

18 (ii) Any payments which are not cashed after one-hundred eighty (180) days following
19 issuance shall be void. Any unclaimed portion of the Net Settlement Amount shall be paid as a cy pres
20 award to Legal Aid Foundation of Los Angeles a 501c(3) non-profit organization.

21 (iii) Only Settlement Class Members shall be entitled to a Settlement Payment. The Parties
22 agree the payments to each settlement Class Member are not wages and each Settlement Class Member
23 will be solely responsible for correctly characterizing this payment for tax purposes and for paying any
24 taxes owed on this payment.

25 (iv) The Parties recognize that the Settlement Payment to be paid to Class Members reflect
26 the settlement of a dispute over the disclosure of and acquisition of consumer reports to be used for
27 employment purposes.

28 **(g) Releases**

1 (i) Release by Class Representative and Settlement Class Members Who Do Not Opt Out of
2 the Settlement Pursuant to Paragraph 5(b)(vii) of This Agreement. It is hereby agreed, by and between
3 the Class Representative, Settlement Class Members who do not opt out of the settlement pursuant to
4 Paragraph 5(b)(vii) of this agreement, and Defendant, through their respective counsel of record, and
5 subject to the approval of the Court, in consideration of the benefits inuring to the Parties hereto, and
6 without admission of any liability or wrongdoing whatsoever by Defendant, that upon the Effective
7 Date and Defendant fully funding the settlement:

8 a. Class Representative and all Settlement Class Members who do not opt out of the
9 settlement pursuant to Paragraph 5(b)(vii) of this agreement shall be deemed to have, and by operation
10 of the Judgment entered by the Court shall have, expressly released and discharged the Released Parties
11 from any and all Released Claims.

12 b. In addition to the Released Claims, Class Representative shall also be deemed to have,
13 and by operation of the Judgment entered by the Court shall have, expressly released and discharged the
14 Released Parties from any and all Class Representative Released Claims.

15 c. Each Settlement Class Member (including the Class Representative) shall be bound by
16 all terms of the Agreement and the Order Granting Final Class Action Settlement Approval and the
17 Judgment entered in this Action and shall be deemed to have jointly and severally discharged the
18 Released Parties from any and all Released Claims, as defined in Paragraph 2(aa), unless he or she
19 timely opts out of the Agreement pursuant to Paragraph 5(b)(vii) of this agreement.

20 d. For purposes of the Released Claims and Class Representative Released Claims
21 referenced in this Paragraph 4(g), the filing of the Settlement Administrator declaration confirming
22 receipt of the Gross Settlement Sum as referenced in Paragraph 5(d)(i) of this Agreement shall be
23 deemed proof that Defendant has fully funded the settlement.

24 **5. NOTICE TO CLASS**

25 (a) Preliminary Approval

26 (i) Class Counsel shall submit to the Court a motion for preliminary approval by the Court.
27 Plaintiff shall be responsible for drafting and filing the motion for preliminary approval.

28 (ii) The Court’s preliminary approval of this Agreement shall be embodied in a Preliminary

1 Approval Order certifying the Class, preliminarily approving the Agreement and providing for Class
2 Notice to be mailed to the Class in the general form attached hereto as Exhibit A, and which will also
3 set the date for the Final Approval Hearing.

4 (b) Class Notice

5 (i) Within twenty one (21) days after the Court issues the Preliminary Approval Order,
6 Defendant shall provide the Database to the Settlement Administrator. The Database shall be based on
7 Defendant's personnel, and/or other business records and provided in a format acceptable to the
8 Settlement Administrator. The Settlement Administrator shall maintain the Database, and all data
9 contained with the Database, as private and confidential and shall not disclose such data to any persons
10 or entities other than Defendant's Counsel, except that relevant information may be provided to Class
11 Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a
12 Class Member. This data is being supplied solely for purposes of the administration of the settlement
13 and hence cannot be used by the Settlement Administrator or Class Counsel for any purpose other than
14 to administer the settlement. The Parties agree that the information in the Database will not be used to
15 solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant,
16 or for any other purpose other than to administer the settlement as provided herein. Upon receipt of the
17 Database, the Settlement Administrator shall check with the U.S. Postal Service National Change of
18 Address Database and update any addresses with any new information found regarding the location of
19 Class Members.

20 (ii) Class Members shall not be required to file claim forms.

21 (iii) The Settlement Administrator will mail via first class mail the Class Notice directly to
22 the last known address of each Class Member within fourteen (14) days of receiving the Database from
23 Defendant.

24 (iv) Unless the Settlement Administrator receives the Class Notice returned as undeliverable
25 from the U.S. Postal Service, the Class Notice shall be deemed received by the Class Member to whom
26 it was sent.

27 (v) In the event that after the first mailing of the Class Notice and prior to the Final
28 Approval Hearing, any Class Notice is returned to the Agreement Administrator by the U.S. Postal

1 Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail such
2 notice to that forwarding address within three (3) days.

3 (vi) In the event that after the first mailing of the Class Notice and prior to the Final
4 Approval Hearing, any Class Notice is returned to the Settlement Administrator by the U.S. Postal
5 Service without a forwarding address, the Settlement Administrator shall perform a standard skip trace
6 using the Class Member’s social security number, address, and/or telephone number in an effort to
7 ascertain the current address and/or telephone number of the Class Member. If a current address is
8 ascertained, the Settlement Administrator shall re-mail the Notice within three (3) days.

9 (vii) Class Members, except for Class Representative, will have forty-five (45) days from the
10 initial date of mailing the Class Notice within which to opt-out of the Agreement. Class Members who
11 wish to exercise this option must timely submit an Opt-Out Request to the Settlement Administrator.
12 The Opt-Out Request must be postmarked on or before forty-five (45) days from the date of mailing the
13 Class Notice. Class Members to whom the Settlement Administrator re-mails notice pursuant to
14 Paragraph 5(b)(v) of this Agreement shall have an additional fifteen (15) days from the date of mailing
15 the original Class Notice. Class Members who do not timely submit an executed Opt-Out Request shall
16 be part of the Settlement Class and bound by the Agreement. Class Members who timely submit an
17 executed Opt-Out Request shall have no further role in the Action, and for all purposes they shall be
18 regarded as if they never were a party to this Action or a Class Member, and thus they shall not be
19 entitled to any payment as a result of this Agreement and shall not be entitled to or permitted to assert
20 an objection to the settlement. The Class Notice shall advise Class Members of their ability to opt-out
21 of the settlement and of the consequence thereof. Neither the Parties nor any of their counsel will solicit
22 any Class Member to submit an Opt-Out Request.

23 (viii) An Opt-Out Request must be signed and dated to be valid.

24 (ix) Class Members will have forty-five (45) days from the date of mailing the Class Notice
25 within which to file an objection to the settlement. Only Class Members who have not filed an Opt-Out
26 Request may object to the settlement. To object, a Class Member must submit a written objection to the
27 Settlement Administrator. Class Members to whom the Settlement Administrator re-mails notice
28 pursuant to Paragraph 5(b)(v) of this Agreement shall have an additional fifteen (15) days from the date

1 of mailing the original Class Notice to object to the settlement. The Settlement Administrator shall
2 forward copies of any objections to Class Counsel and Defendant's Counsel within three (3) days of
3 receipt. Class Counsel shall submit copies of any objections received to the Court in conjunction with
4 the filing of the motion for Final Approval of the settlement. The Parties and their counsel agree that
5 they will not solicit, encourage, counsel, or advise any individual to object to the settlement.

6 (x) Beginning two weeks after the date the Class Notices are mailed, the Settlement
7 Administrator shall provide to Class Counsel and Defendant's Counsel a weekly status report which
8 will be cumulative, reflecting the names and the number of Class Members who have filed Opt-Out
9 Requests, as well as information about how many Class Notices have been mailed to forwarding
10 addresses, returned as undeliverable, and/or re-mailed.

11 (xi) If more than five percent (5%) of the total number of Class Members submit timely and
12 valid Opt-Out Requests, then Defendant shall have the option to void the Agreement in its sole
13 discretion. To exercise this option, Defendant must send written notification to Class Counsel within
14 fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant that the
15 total number of timely and valid Opt-Out Requests is more than five percent (5%). If Defendant
16 exercises its option under this paragraph, Defendant will pay the costs of class administration to the
17 class administrator up to that point in time.

18 (xii) At least seven (7) days prior to the deadline for filing the motion for final approval of the
19 settlement, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a
20 declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and the
21 number of completed Opt-Out Requests.

22 (c) Final Approval

23 (i) Prior to the Final Approval Hearing, Plaintiff will move the Court for entry of the Final
24 Approval Order and Judgment (a) certifying the Class for settlement purposes only, finding the
25 settlement fair, reasonable, adequate, and in the best interests of the Class Members, (c) approving
26 Class Counsel's application for an award of attorneys' fees and costs, (d) approving the Class
27 Representative's application for Service Payment, (e) approving the payment of reasonable Agreement
28 Administration Costs, (f) ordering the Parties to comply with the terms of the Settlement Agreement;

1 (g) retaining jurisdiction for the purpose of enforcing the terms of the Settlement Agreement; and (h)
2 except as provided in (f) and (g) permanently releasing and barring any further Released Claims by
3 Class Members who do not opt-out of the Agreement. The Parties expressly agree that the Court will
4 retain jurisdiction to enforce the terms of the settlement and the Final Approval Order. The Parties and
5 their counsel shall make all reasonable efforts to secure entry of the Judgment. The proposed Final
6 Approval Order and Judgment shall be lodged with the Court no later than seven (7) days before the
7 Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final
8 Approval and for entry of the Judgment. Plaintiff will provide Defendant with a copy of the motion(s)
9 at least five (5) business days before the filing of the motion(s).

10 (ii) Class Representative and Class Counsel agree that they shall draft and file the necessary
11 papers for approval of the Service Payment and attorneys' fees and costs.

12 (iii) Defendant will not oppose the amount of the Service Payment and attorneys' fees and
13 costs sought, as long as they are consistent with the Agreement. If the Court (or any appellate court)
14 awards less than the amount requested for attorneys' fees and/or costs, or less than the amount
15 requested for the Service Payment for the Class Representative only the awarded amount shall be paid
16 and shall constitute satisfaction of the obligations of Defendant under this Agreement. If Class Counsel
17 files a timely appeal regarding the amount of Class Counsel fees and/or costs or Service Payment
18 approved by the Court, the Settlement Administrator shall hold the difference between the amount
19 requested and the amount awarded in escrow, in an interest-bearing account until such appeal has been
20 fully resolved. Any un-awarded amounts shall be added to the Net Settlement Amount for distribution
21 to the Settlement Class Members as set forth herein.

22 (iv) If an appeal results in an order materially modifying, setting aside, or vacating any
23 portion of the Agreement, with the exception of any modification of the amount of attorneys' fees or
24 costs to be paid to Class Counsel, or the amounts of the Service Payment paid to the Class
25 Representative, each party adversely impacted by the order shall have the absolute right, at its sole
26 discretion, to treat such order as an event permanently preventing the occurrence of Final Judgment. To
27 exercise this right, the party must inform the other party and the Settlement Administrator, in writing, of
28 the exercise of this right, within fourteen (14) days of receiving notice of any order modifying, setting

1 aside, or vacating any portion of the Agreement. Before either Party elects to exercise its right to treat
2 such order as an event permanently preventing the occurrence of Final Judgment that Party must meet
3 and confer in good faith with the other Party to determine if an agreement can be reached modifying
4 this Agreement to the mutual satisfaction of the Parties.

5 (v) If Final Judgment does not occur, or if this Agreement is terminated or canceled
6 pursuant to its terms, the Parties to this Agreement shall be deemed to have reverted to their respective
7 status as of the date and time immediately prior to the execution of this Agreement. Notwithstanding
8 any other provision of this Agreement, no order of the Court, or modification or reversal on appeal of
9 any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to
10 Class Counsel, or reducing the amount of the Service Payment paid to the Class Representative, shall
11 constitute grounds for cancellation or termination of the Agreement, or grounds for limiting any other
12 provision of the Judgment.

13 (d) Funding and Distribution of the Agreement Proceeds

14 (i) Within fourteen (14) days after the Effective Date, Defendant shall pay Four Hundred
15 Ninety Five Thousand Dollars and Zero Cents (\$495,000.00) into the Qualified Settlement Fund under
16 Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose
17 of administering the Settlement. The Gross Settlement Amount is fully non-reversionary. Within ten
18 days of receipt of payment, the Settlement Administrator shall prepare a declaration confirming receipt
19 of payment, including the date of payment and the amount received, subject to the review of Class
20 Counsel and Defendants' Counsel. Counsel shall file and serve the declaration, along with a notice of
21 whether Defendants' Counsel has any objections, with the Court no later five days after receiving the
22 declaration from the Settlement Administrator. Defendants' Counsel shall have ten days to file any
23 objection to declaration.

24 (ii) Within twenty-eight (28) days after the Effective Date, the Settlement Administrator
25 shall issue Settlement Payments to Class Members in the form of a check, which shall become null and
26 void if not deposited within one hundred eighty (180) days of issuance. The Settlement Administrator
27 will mail all Settlement Payment checks to the last known address of each Settlement Class Member.
28 No Settlement Payment checks will be mailed to those Class Members whose Notice was returned as

1 undeliverable with no valid address ascertained as provided herein. Any Class Member who is not
2 mailed an initial Settlement Payment pursuant to this paragraph shall nevertheless be bound by the
3 Judgment and release of Claims. For all such Class Members, the value of their Settlement Payment
4 shall be included in the Net Settlement Amount to be allocated to Settlement Class Members. The
5 settlement check shall contain release language printed on the back of the check. In the event that a
6 Settlement Payment is returned by the U.S. Postal Service with a forwarding address, the Settlement
7 Administrator shall re-mail the check within three (3) days. In the event that a Settlement Payment is
8 returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a
9 standard skip-trace and shall re-mail the check within three (3) days if a current address can be
10 ascertained.

11 (iii) After one hundred eighty (180) days of issuance, funds from un-deposited Settlement
12 Payment checks will be held by the Settlement Administrator; if the Class Member to whom the un-
13 deposited check is issued does not contact Class Counsel or the Settlement Administrator concerning
14 his or her settlement payment within one-hundred eighty (180) days of issuance, the Agreement,
15 including its release, will be binding on that Class Member, and the amount of that Class Member's
16 settlement payment will revert back to the Qualified Settlement Fund and will be paid as a cy pres
17 award as set forth herein.

18 (iv) Within twenty-eight (28) days of the Effective Date, the Settlement Administrator shall
19 pay the Court-approved Attorneys' Fees and Costs to Class Counsel. Class Counsel shall provide to the
20 Settlement Administrator, with a copy to Defendant, the pertinent taxpayer identification number and
21 Form W-9 within fourteen (14) days after the Effective Date.

22 (v) Within twenty-eight (28) days of the Effective Date, the Settlement Administrator shall
23 send a check by mail for the Court-approved Service Payment to the Class Representative, care of Class
24 Counsel.

25 (vi) Within two hundred and ten (210) days of issuance of the Settlement Payment checks,
26 the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a report as to the
27 amount of funds remaining in the Settlement Fund. More specifically, the Settlement Administrator
28 shall provide a declaration to Class Counsel and Defendants' Counsel that states the unclaimed amount

1 of the gross fund value and the amount of payments to any person with a description of those person(s).
2 The declaration shall further indicate if there is interest on the unclaimed amounts.

3 (vii) After Class Counsel and Defendants' Counsel receive this declaration, Class Counsel shall
4 review it and provide it to Defense Counsel within ten (10) days for approval, comment, or objection.
5 Upon receipt of Defense Counsel's final approval, comments, and/or objection, Class Counsel shall file
6 the declaration with the Court along with notice of any approval, comments, or objections by
7 Defendants' Counsel, and shall take all necessary steps to comply with Code of Civil Procedure
8 sections 384 and 384.5 and Government Code section 68520 pursuant to the Court's directions and
9 upon consultation with and notification to Defendants' Counsel.

10 **6. MISCELLANEOUS PROVISIONS**

11 (a) Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
12 accomplish the terms of this Agreement. Such cooperation shall include, but not be limited to,
13 execution of such other documents and the taking of such other action as may reasonably be necessary
14 to fulfill the terms of this Agreement. The Parties to this settlement shall exercise reasonable efforts,
15 including all efforts contemplated by this Agreement and any other efforts that may become necessary
16 by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

17 (b) Construction. The Parties believe the terms of the settlement as set forth in this
18 Agreement are a fair, adequate and reasonable settlement of this Class Action and have arrived at this
19 Agreement in arms-length negotiations and with the assistance of a professional mediator, taking into
20 account all relevant factors, present and potential. This Agreement has been drafted jointly by counsel
21 for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall
22 not be construed against any of the Parties.

23 (c) No Media Disclosures. The Parties and their counsel agree that no comments of any kind
24 regarding the settlement, the settlement related documents, or the settlement negotiations (including
25 without limitation, the negotiations in the course of mediation), may be made at any time to the
26 press/media, unless the Parties agree otherwise in writing. Notwithstanding the foregoing, Defendant
27 shall have the right to disclose the Agreement and its terms for accounting or public filing purposes, or
28 to otherwise comply with any public reporting duties and that Class Counsel may post Court documents

1 only on Class Counsel’s website. The Parties’ counsel shall also retain the right to discuss the
2 Agreement with the Parties.

3 (d) Agreement of Class Representative. Plaintiff, by signing this Agreement, is bound by the
4 terms herein and further agrees not to request to be excluded from the settlement and not to object to any
5 terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no
6 force or effect. Plaintiff waives his right to file an appeal, writ, or any challenge whatsoever to the terms
7 of this Agreement, except Plaintiff and Class Counsel have the right to appeal any order denying, in
8 whole or in part, their application for the award of attorneys’ fees and costs and/or the Service Payment.

9 (e) Plaintiff agrees that this Agreement fully and finally resolves any and all claims that were
10 pled or could have been pled based on the factual allegations contained in the Complaint.

11 (f) Limitation on Attorney’s Fees and Costs. Neither Class Counsel nor any other attorneys
12 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to
13 recover amounts for fees, costs, or disbursements from the Released Parties or from the Gross
14 Settlement Amount as related to the Released Claims except as expressly provided herein.

15 (g) Amendment or Waiver Only in Writing. This Agreement may not be changed, altered, or
16 modified, except in writing signed by counsel for the Parties hereto and approved by the Court. No
17 rights hereunder may be waived except in a writing signed by the Parties and/or their counsel. This
18 Agreement may not be discharged except by performance in accordance with its terms or by a writing
19 used by the Parties hereto.

20 (h) Binding Upon Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Released Parties and the Parties, as previously defined.

22 (i) Authorization to Execute Agreement and Effectuate Settlement. Counsel for all Parties
23 warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate the terms hereof, and to execute any other documents required
26 to effectuate the terms of this Settlement Agreement. The signatories hereto further represent that they
27 are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions
28 hereof.

1 (j) No Prior Assignment. The Parties hereto represent, covenant, and warrant that they have
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
3 to any person or entity any portion of any liability, claim, demand, action, cause of action or rights
4 herein released and discharged except as set forth herein.

5 (k) No Signature Required by Settlement Class Members. Because the Settlement Class
6 Members are so numerous, it is impossible or impractical to have each one execute this Agreement. The
7 Class Notice, Exhibit A hereto, will advise all Settlement Class Members of the binding nature of the
8 release and such shall have the same force and effect as if this Agreement were executed by each
9 Settlement Class Member.

10 (l) Counterparts and Use of Copies in Lieu of Originals. This Agreement shall become
11 effective upon its execution by Class Representative and Defendant. This Agreement may be executed
12 by exchange of executed signature pages by Portable Document Format (“PDF”) as an electronic mail
13 attachment, and any signature transmitted by PDF via electronic mail for the purpose of executing this
14 Agreement shall be deemed an original signature for purposes of this Agreement. This Agreement may
15 be executed in several counterparts, each of which shall be deemed to be an original, and all of which,
16 taken together, shall constitute one and the same instrument. The Parties also agree that copies of this
17 Agreement, including photocopies or facsimile copies (including copies generated by scanning this
18 Agreement to a PDF, or by any other electronic means intended to preserve the original graphic and
19 pictorial appearance of a document), including signed counterparts, shall be deemed to constitute an
20 original and may be used in lieu of an original for any purpose, and shall be fully enforceable against a
21 signing Party.

22 (m) Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the
23 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
24 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
25 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
26 embodied in this Agreement and all orders and judgments entered in connection therewith.

27 (n) Titles and Captions of No Force. Paragraph titles or captions contained in the Agreement
28 are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe

1 the scope of this Agreement, or any provision thereof.

2 (o) Entire Agreement. This Agreement and any attached Exhibits constitute the entire
3 agreement between the Parties relating to the Settlement and transaction contemplated thereby. All prior
4 or contemporaneous agreements, understandings and statements, whether oral or written, and whether
5 by a Party, Settlement Class Member, or it's, his, her, or their counsel, are merged herein. No oral or
6 written representations, warranties or inducements have been made to any party concerning this
7 Agreement or its Exhibits other than the representations, warranties and covenants contained and
8 memorialized in such documents.

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11 PLAINTIFF

12 Dated: _____

13 _____
14 Syed Ahmed Kabir

15 Defendant Chevron Stations Inc.

16 Dated: 08 July 2021

DocuSigned by:
17 Brie Gallagher
18 2E2FD1568FA240E...

19 Brie Gallagher, Vice President, Chevron Stations Inc.
20 Please Print Name of Authorized Signatory

21 APPROVED AS TO FORM

22 Kokozyan Law Firm, APC

23 Dated: _____

24 By: _____
25 Bruce Kokozyan, Esq.
26 Attorneys for Plaintiff and the Class

27 Dated: _____

28 Duane Morris LLP
By: _____
Robert D. Eassa, Esq.
Marc A. Koonin
Attorneys for Defendant Chevron Stations Inc.,
erroneously sued as Chevron Stations, Inc.

1 the scope of this Agreement, or any provision thereof.

2 (o) Entire Agreement. This Agreement and any attached Exhibits constitute the entire
3 agreement between the Parties relating to the Settlement and transaction contemplated thereby. All prior
4 or contemporaneous agreements, understandings and statements, whether oral or written, and whether
5 by a Party, Settlement Class Member, or it's, his, her, or their counsel, are merged herein. No oral or
6 written representations, warranties or inducements have been made to any party concerning this
7 Agreement or its Exhibits other than the representations, warranties and covenants contained and
8 memorialized in such documents.

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11 PLAINTIFF

12 Dated: _____

13 _____
14 Syed Ahmed Kabir

15 Defendant Chevron Stations Inc.

16 Dated: _____

17 _____
18 Please Print Name of Authorized Signatory

19 APPROVED AS TO FORM

20 Dated:

Kokozian Law Firm, APC

21 By:

22 _____
Bruce Kokozian, Esq.
Attorneys for Plaintiff and the Class

23 Dated: July 8, 2021

Duane Morris LLP

24 By:

25 _____
26 Robert D. Fassa, Esq.
27 Marc A. Koonin
28 Attorneys for Defendant Chevron Stations Inc.,
erroneously sued as Chevron Stations, Inc.

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6 Fax Number: (310) 275-6301
7 Email Address:
8 bkokozyan@kokozyanlawfirm.com

9 Attorneys for Plaintiff
10 Syed Ahmed Kabir

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

13 SYED AHMED KABIR, on behalf of
14 himself, all others similarly situated, and the
15 general public,

16 Plaintiff,

17 vs.

18 CHEVRON STATIONS, INC., a Delaware
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

) CASE NO.: 20STCV05468

) [Assigned for all purposes to the Honorable Elihu M.
Berle - SSC Dept. "6"]

) **CLASS ACTION**

) **CLASS ACTION SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

) Filing Date: 2/11/2020

22 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

23 This Class Action Settlement Agreement and Release of Claims ("Agreement") is made and
24 entered into, as of the date set forth below, between Plaintiff Syed Ahmed Kabir ("Plaintiff" or "Class
25 Representative" of "Kabir"), both individually and on behalf of all members of the Class as defined
26 herein, and Defendant CHEVRON STATIONS INC., erroneously sued as CHEVRON STATIONS,
27 INC. ("Chevron" or "Defendant") (collectively, the "Parties").

28 **1. THE CONDITIONAL NATURE OF THIS AGREEMENT**

(a) This Agreement and all associated exhibits or attachments are made for the sole
purpose of settling the above-captioned action. This Agreement and the settlement

1 it evidences are made in compromise of disputed claims. Because this action was
2 pled as a class action, this Agreement must receive preliminary and final approval
3 by the Court. Accordingly, the Parties enter into this Agreement on a conditional
4 basis. If the Court does not enter the Judgment, the proposed Judgment does not
5 become a Final Judgment for any reason, and/or the Effective Date does not occur,
6 this Agreement, and the settlement it evidences, shall be deemed null and void ab
7 initio; it shall be of no force or effect whatsoever; it shall not be referred to or
8 utilized for any purpose whatsoever; and the negotiation, terms and filing of the
9 Agreement shall remain subject to the provisions of Federal Rule of Evidence 408,
10 California Evidence Code sections 1119 and 1152, and any other analogous rules
11 of evidence that are applicable.

12 (b) Defendant denies all claims as to liability, damages, penalties, interest, fees,
13 restitution, injunctive relief and all other forms of relief as well as the class and
14 representative allegations asserted in the Action, as that term is defined below.
15 Defendant has agreed to resolve the Action via this Agreement, but to the extent
16 this Agreement is deemed void or the Effective Date does not occur, Defendant
17 does not waive, but rather expressly reserves, all rights to challenge all such claims
18 and allegations in the Action upon all procedural, merit, and factual grounds,
19 including, without limitation, the ability to challenge class treatment on any
20 grounds, as well as asserting any and all other privileges and potential defenses.

21 (c) Class Representative agrees not to argue or present any argument, and hereby
22 waives any argument that, based on this Agreement, Defendant cannot contest class
23 certification on any grounds whatsoever, or assert any and all other privileges or
24 potential defenses if this Action were to proceed.

25 (d) Similarly, to the extent this Agreement is deemed void or the Effective Date does
26 not occur, Class Representative does not waive, but rather expressly reserves, all
27 rights to move and argue for class certification and all merits determinations in his
28 favor and in favor of the class.

(e) To the extent this Agreement is deemed void or the Effective Date does not occur, Defendant agrees not to argue or present any argument, and hereby waives any argument that, based on this Agreement, Class Representative cannot seek certification or assert any arguments in support of the merits of their claims.

2. DEFINITIONS

(a) "Action" means the above captioned action, identified as *Syed Ahmed Kabir vs. Chevron Stations, Inc., et al.*, Superior Court of the State of California for the County of Los Angeles Case No. 20STCV05468.

(b) "Class" means all persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through the Preliminary Approval Date.

(c) "Class Counsel" means Bruce Kokozyan and Alex DiBona of Kokozyan Law Firm, APC.

(d) "Class Member" means any individual who is a member of the Class.

(e) "Class Period" means the period of time from February 11, 2015 through the Preliminary Approval Date.

(f) "Class Representative" means Plaintiff Syed Ahmed Kabir.

(g) "Class Representative Released Claims" means with respect only to Class Representative Syed Ahmed Kabir any and all his claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542, as quoted herein, that could have been or are asserted based on the Class Representative's application for employment, employment with, and separation from Defendant, arising at any time up to and including the Preliminary Approval Date, for any type of relief, including, without limitation, claims based on the alleged violations of the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), Investigative Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.),

1 Consumer Credit Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.), California
2 Business & Professions Code §§ 17200, et seq., and any other federal, state or local law governing the
3 procurement and use of background/credit checks; Title VII of the Civil Rights Act of 1964, as
4 amended, 42 U.S.C. §2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the
5 Americans with Disabilities Act (“ADA”), 42 U.S.C. §12101 et seq.; the ADA Amendments Act
6 (“ADAAA”); the Family and Medical Leave Act (“FMLA”), 29 U.S.C. §2601 et seq.; the Fair Labor
7 Standards Act (“FLSA”); the California Fair Employment and Housing Act, as amended, Cal. Gov’t
8 Code §§ 12900 et seq.; Unruh Civil Rights Act, as amended; California Equal Pay Law, Cal. Lab. Code
9 §§ 1197.5 et seq., California Whistleblower Protection Law, Cal. Lab. Code §§ 1102.5 to 1104,
10 California Family Rights Act, Cal. Gov’t Code §§ 12945.1 et seq.; Minimum Wage Requirement, Cal.
11 Lab. Code § 1197; California Wage Payment Laws, Cal. Lab. Code §§ 1182.11 to 1182.12; California
12 WARN law, Cal. Lab. Code §§ 1400 to 1408, the California Constitution; any applicable California
13 Industrial Welfare Commission Wage Order, and any and all other federal and state wage/hour and
14 wage payment claims and federal and state claims for discrimination, harassment, and retaliation,
15 attorneys’ fees, injunctive relief, or penalties related to any and all alleged unlawful discrimination; and
16 all other claims under any federal or state common law, statutory, or regulatory provision, now or
17 hereafter recognized, and all claims for attorneys’ fees and costs, **to the fullest extent permitted by**
18 **law**. This Agreement is effective without regard to the legal nature of the claims raised and without
19 regard to whether any such claims are based upon tort, equity, implied or express contract, or
20 discrimination of any sort. The Class Representative Released Claims include, but are not limited to,
21 the Released Claims. Moreover, in consideration for this Agreement and the consideration set forth
22 herein, Class Representative acknowledges that the releases herein includes potential claims and costs
23 that may not be known or suspected to exist, and that Class Representative hereby expressly and
24 affirmatively waives, and relinquish any and all rights and benefits which he may otherwise have
25 relating to the Class Representative Released Claims or any other Released Claims pursuant to
26 California Civil Code section 1542, which provides:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
28 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**

1 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
2 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
3 **THE DEBTOR OR RELEASED PARTY.**

4 (h) “Complaint” means the operative Complaint filed in this Action by Plaintiff Syed
5 Ahmed Kabir on or about February 11, 2020.

6 (i) “Court” shall mean the Superior Court of the State of California for the County of Los
7 Angeles.

8 (j) “Database” means an electronic list of each Class Member, including each person’s
9 name and last known address.

10 (k) “Defendant’s Counsel” means Robert D. Eassa and Marc A. Koonin of Duane Morris
11 LLP.

12 (l) “Effective Date” means the date on which the Judgment becomes a Final Judgment.

13 (m) “FCRA” means the “Fair Credit Reporting Act.”

14 (n) “Final Approval Date” means the date on which the Court enters the Judgment.

15 (o) “Final Approval Hearing” means a hearing set by the Court, to take place, for the
16 purpose of (i) determining the fairness, adequacy, and reasonableness of the settlement terms and
17 associated Agreement pursuant to class action procedures and requirements; (ii) determining the
18 amount of the award of attorneys’ fees and costs to Class Counsel; (iii) determining the amount of the
19 Service Payment to the Class Representative; and (iv) entering the Judgment.

20 (p) “Final Judgment” means the later of: (a) if no objections are timely filed or any
21 objections filed have been withdrawn, the date of Final Approval of this Settlement Agreement
22 (through an Order and Final Judgment) by the trial court; (b) if objections are filed but no appeal is
23 filed, the expiration date of the time for filing notice of any appeal from the Order Granting Final Class
24 Action Settlement Approval and the Final Judgment by the trial court (which is sixty (60) calendar days
25 after service of the notice of entry of the Order and Judgment); or (c) if an appeal is filed, the latest of
26 (i) the date of final affirmance of an appeal of that Order, (ii) the expiration of the time for a petition for
27 writ of certiorari to review the Order if affirmed and, if the certiorari be granted, the date of final
28 affirmance of the Order following review pursuant to that grant; or (iii) the date of final dismissal of

1 any appeal from the Order or the final dismissal of any proceeding on certiorari to review the Order that
2 has the effect of confirming the Order.

3 (q) "Gross Settlement Amount" is the sum of Four Hundred Ninety Five Thousand Dollars
4 and Zero Cents (\$495,000.00), which represents the amount payable in this Agreement by Defendant,
5 which includes, without limitation, attorneys' fees and costs, costs of settlement administration by the
6 Settlement Administrator, Service Payment to the Class Representative, and the amounts payable to
7 Settlement Class Members.

8 (r) "Judgment" means the judgment and order of final approval to be executed and filed by
9 the Court pursuant to this Agreement following the Final Approval Hearing.

10 (s) "Net Settlement Amount" means the Gross Settlement Amount less attorneys' fees and
11 costs, costs of Settlement administration by the Settlement Administrator, and Service Payment to the
12 Class Representative.

13 (t) "Non-Settlement Class Member" means a Class Member who submits a valid and timely
14 Opt-Out Request to be excluded from the settlement.

15 (u) "Class Notice" shall mean the document attached hereto as Exhibit A.

16 (v) "Opt-Out Request" means a signed written request to be excluded from the settlement.

17 (w) "Parties" shall mean, collectively, the Class Representative and the Defendant, each of
18 whom, may be separately referred to as a "Party."

19 (x) "Preliminary Approval Date" means the date the Court enters the Preliminary Approval
20 Order.

21 (y) "Preliminary Approval Order" means an order of the Court preliminarily approving the
22 settlement and the exhibits thereto, and providing for notice to the Class, an opportunity to opt out of
23 the Class, an opportunity to submit timely objections to the settlement, and setting a hearing on the final
24 fairness of the terms of settlement, including approval of the Service Payment and attorneys' fees and
25 costs.

26 (z) "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of
27 the Internal Revenue Code established by the Settlement Administrator for the purpose of administering
28 this settlement.

1 (aa) "Released Claims," as to each member of the Settlement Class for the Class Period,
2 means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever
3 kind or nature that were pled or reasonably could have been pled based on the factual allegations
4 contained in the Complaint and covers the period from February 11, 2015 to the Preliminary Approval
5 Date, **to the fullest extent permitted by law**. The Released Claims specifically include claims for
6 violations (specifically including negligent and willful violations) of the Fair Credit Reporting Act,
7 including but not limited to 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1) and (g)(c), the Investigative
8 Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.), the Consumer Credit
9 Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.) and any other federal, state or local
10 law governing the procurement or use of background/credit checks, including laws regarding
11 background check disclosures and authorizations and pre-adverse and adverse action notices, other
12 penalties, related tort, contract, and punitive damages claims, claims for interest, attorneys' fees,
13 litigation, and other costs, expenses, restitution, and equitable and declaratory relief.

14 (bb) "Released Parties" means: (i) Defendant; (ii) any and all of Defendant's affiliates,
15 including, but not limited to, predecessors, successors and assigns, parent corporations, subsidiary
16 corporations, and divisions, joint venturers, partners; and (iii) all of their past and present shareholders,
17 members, owners, employees, officers and directors, insurers, re-insures, representatives, attorneys,
18 administrators, accountants, auditors, advisors, consultants, and agents, whether acting as agents or in
19 their individual or corporate capacities.

20 (cc) "Service Payment" means the amount approved by the Court to be paid to the Class
21 Representative in recognition of the Class Representative's efforts in coming forward as a Class
22 Representative and participating in the Action, including attending a deposition and mediation.

23 (dd) "Settlement Administrator" means CPT Group, Inc.

24 (ee) "Settlement Administration Costs" means the fees and expenses reasonably incurred by
25 the Settlement Administrator as a result of the procedures and processes expressly required by this
26 Agreement.

27 (ff) "Settlement Class" shall mean all Class Members who do not timely send a signed valid
28 Opt-Out Request that is received by the Settlement Administrator.

1 (gg) "Settlement Class Member" means any individual who is a member of the Settlement
2 Class.

3 (hh) "Settlement Payment" means the amount due each Settlement Class Member under the
4 terms of this Agreement.

5 (ii) "Agreement" shall mean this Class Action Settlement Agreement and Release of Claims
6 and all Exhibits attached to it.

7 **3. POSITION OF THE PARTIES**

8 (a) As set forth in the Complaint, Plaintiff contends that Defendant failed to make the proper
9 disclosures or obtain the proper authorizations as required under the Fair Credit Reporting Act when
10 obtaining a consumer report for employment purposes. Plaintiff also contends that his claims are
11 suitable to meet certain class certification requirements.

12 (b) Defendant specifically and generally denies any and all liability or wrongdoing of any
13 sort with regard to the claims alleged, makes no concessions or admissions of liability of any sort, and
14 contends that for any purpose other than settlement, the Action is not appropriate for class action or
15 representative action treatment. Nonetheless, Defendant has concluded that further conduct of the
16 Action would be protracted, distracting and expensive, and that it is desirable that the Action be fully
17 and finally settled in the manner and upon the terms and conditions set forth in this Agreement.
18 Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has
19 therefore determined that it is desirable and beneficial to settle the Action in the manner and upon the
20 terms and conditions set forth in this Agreement.

21 (c) Neither this Agreement, nor any document referred to in it, nor any actions taken
22 pursuant to this Agreement, is or should be construed as an admission by Defendant of any fault,
23 wrongdoing, or liability whatsoever. Nor should the settlement be construed as an admission that
24 Plaintiff and the purported class meet any of the required elements for certification under applicable
25 law.

26 (d) Each party vigorously disputes the other party's contentions, but these contentions have
27 taken into account in assessing the risks of litigation and the benefits of reaching a settlement.

28 (e) The Parties agree that the above-described discovery, exchange of information, and

1 evaluation are sufficient to assess the merits of the respective Parties' positions and to compromise the
2 claims on a fair and equitable basis. Based on their own independent investigation and evaluation, Class
3 Counsel is of the opinion that the settlement with Defendant for the consideration and under the terms
4 set forth below, considering the strengths and weaknesses of the claims on the merits is fair, reasonable,
5 and adequate in light of all known facts and circumstances, and is in the best interests of the Class.

6 (f) Class Counsel has also weighed the monetary benefit under the settlement to the Class
7 against the expenses and length of continued proceedings that would be necessary to prosecute the
8 Action against Defendant through trial and possible appeals. Class Counsel has also taken into account
9 the uncertain outcome and risk of any litigation, especially in complex actions such as class actions, as
10 well as the difficulties and delay inherent in such litigation. Therefore, Class Counsel has determined
11 that the settlement set forth in this Agreement is in the best interests of the Class.

12 **4. OPERATIVE TERMS OF THE AGREEMENT**

13 (a) Class Certification for settlement purposes only

14 (i) The Parties stipulate, for settlement purposes only, to the conditional certification by the
15 Court of the Class, as defined above.

16 (ii) If, for any reason, the Court does not approve this settlement, fails to enter the Judgment,
17 or if this Agreement is terminated for any other reason, no class will have been certified and Defendant
18 shall retain the right to dispute the appropriateness of class certification. This Agreement shall not be
19 construed as an admission that Plaintiff could meet any of the class action requirements contained in
20 applicable law.

21 **(b) Gross Settlement Amount**

22 (i) Defendant shall pay Four Hundred Ninety Five Thousand Dollars and Zero Cents
23 (\$495,000.00) as the Gross Settlement Amount to resolve the Action on a class-wide basis, as described
24 more fully below. The Gross Settlement Amount includes the settlement Administration Costs
25 (estimated at \$52,000), reasonable attorneys' fees not to exceed \$165,000, which equates to 33⅓% of
26 the Gross Settlement Amount) plus costs as determined by the Court for Class Counsel (not to exceed
27 Fifteen Thousand (\$15,000.00), the Service Payment to the Class Representative (not to exceed Seven
28 Thousand Five Hundred Dollars (\$7,500.00), with the remainder to pay the Settlement Payments to

1 Settlement Class Members as set forth herein.

2 (c) **Service Payment to Class Representative**

3 (i) The Service Payment to the Class Representative will, subject to Court approval, be paid
4 by Defendant in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) from the
5 Gross Agreement Amount for service and assistance to the Class. Defendant will not oppose the Class
6 Representative's request for Service Payment not to exceed this amount. The Service Payment to the
7 Class Representative will be in addition to his Settlement Payment.

8 (ii) Because the Service Payment represents payment to the Class Representative for service
9 to the Class Members, payroll taxes will not be withheld from the Service Payment. The Agreement
10 Administrator will report the Service Payment on a Form 1099, and any other required tax forms, and
11 will provide them to the Class Representative and to the pertinent taxing authorities as required by law.
12 The Class Representative assumes full responsibility for paying all taxes, federal and state, if any, due
13 as a result of the Service Payment and agrees to indemnify Defendant for any such taxes owed by him.

14 (d) **Attorneys' Fees and Costs**

15 (i) Class Counsel shall apply to the Court for an award of reasonable attorneys' fees not to
16 exceed One Hundred Sixty Five Thousand Dollars, which equates to 33 $\frac{1}{3}$ % of the Gross Settlement
17 Amount, plus reasonable costs from the Gross Settlement Amount (not to exceed \$15,000). Defendant
18 will not oppose these requests. Any amount of the requested attorneys' fees and costs not awarded by
19 the Court will become part of the Net Settlement Amount.

20 (e) **Settlement Administration Costs**

21 (i) The Settlement Administration Costs shall be paid out of the Gross Settlement Amount.
22 The Settlement Administration Costs are estimated at \$52,000, and shall include, but not be limited to:
23 all costs of administering the settlement, all tax document preparation, custodial fees, and accounting
24 fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and
25 mailing any and all notices and other correspondence to Class Members and/or Settlement Class
26 Members; all costs and fees associated with communicating with Class Members, Class Counsel, and
27 Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying
28 the Settlement Payment, and resolving disputed claims; all costs and fees associated with calculating

1 tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and
2 issuing tax forms relating to payments made under the Agreement; all costs and fees associated with
3 preparing any tax returns and any other filings required by any governmental taxing authority or
4 agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared
5 in the course of administering Settlement Payment; maintaining a case website; and any other costs and
6 fees incurred and/or charged by the Settlement Administrator in connection with the execution of its
7 duties under this Agreement.

8 (ii) The actions of the Settlement Administrator shall be governed by the terms of this
9 Agreement and any orders of the Court. The Parties agree that communications to and from the third-
10 party claims administrator will include both Plaintiffs' counsel and Defendant's counsel.

11 (iii) In the event that either Defendant's Counsel or Class Counsel take the position that the
12 Settlement Administrator is not acting in accordance with the terms of the Agreement, such party shall
13 meet and confer first with opposing counsel and/or, if necessary with the Settlement Administrator to
14 attempt to resolve the issue. Should those efforts fail, counsel shall jointly approach the Court.

15 **(f) Calculation of Agreement Payments**

16 (i) The Net Settlement Amount shall be divided evenly among Class Members on a pro rata
17 basis.

18 (ii) Any payments which are not cashed after one-hundred eighty (180) days following
19 issuance shall be void. Any unclaimed portion of the Net Settlement Amount shall be paid as a cy pres
20 award to Legal Aid Foundation of Los Angeles a 501c(3) non-profit organization.

21 (iii) Only Settlement Class Members shall be entitled to a Settlement Payment. The Parties
22 agree the payments to each settlement Class Member are not wages and each Settlement Class Member
23 will be solely responsible for correctly characterizing this payment for tax purposes and for paying any
24 taxes owed on this payment.

25 (iv) The Parties recognize that the Settlement Payment to be paid to Class Members reflect
26 the settlement of a dispute over the disclosure of and acquisition of consumer reports to be used for
27 employment purposes.

28 **(g) Releases**

1 (i) Release by Class Representative and Settlement Class Members Who Do Not Opt Out of
2 the Settlement Pursuant to Paragraph 5(b)(vii) of This Agreement. It is hereby agreed, by and between
3 the Class Representative, Settlement Class Members who do not opt out of the settlement pursuant to
4 Paragraph 5(b)(vii) of this agreement, and Defendant, through their respective counsel of record, and
5 subject to the approval of the Court, in consideration of the benefits inuring to the Parties hereto, and
6 without admission of any liability or wrongdoing whatsoever by Defendant, that upon the Effective
7 Date and Defendant fully funding the settlement:

8 a. Class Representative and all Settlement Class Members who do not opt out of the
9 settlement pursuant to Paragraph 5(b)(vii) of this agreement shall be deemed to have, and by operation
10 of the Judgment entered by the Court shall have, expressly released and discharged the Released Parties
11 from any and all Released Claims.

12 b. In addition to the Released Claims, Class Representative shall also be deemed to have,
13 and by operation of the Judgment entered by the Court shall have, expressly released and discharged the
14 Released Parties from any and all Class Representative Released Claims.

15 c. Each Settlement Class Member (including the Class Representative) shall be bound by
16 all terms of the Agreement and the Order Granting Final Class Action Settlement Approval and the
17 Judgment entered in this Action and shall be deemed to have jointly and severally discharged the
18 Released Parties from any and all Released Claims, as defined in Paragraph 2(aa), unless he or she
19 timely opts out of the Agreement pursuant to Paragraph 5(b)(vii) of this agreement.

20 d. For purposes of the Released Claims and Class Representative Released Claims
21 referenced in this Paragraph 4(g), the filing of the Settlement Administrator declaration confirming
22 receipt of the Gross Settlement Sum as referenced in Paragraph 5(d)(i) of this Agreement shall be
23 deemed proof that Defendant has fully funded the settlement.

24 **5. NOTICE TO CLASS**

25 (a) Preliminary Approval

26 (i) Class Counsel shall submit to the Court a motion for preliminary approval by the Court.
27 Plaintiff shall be responsible for drafting and filing the motion for preliminary approval.

28 (ii) The Court’s preliminary approval of this Agreement shall be embodied in a Preliminary

1 Approval Order certifying the Class, preliminarily approving the Agreement and providing for Class
2 Notice to be mailed to the Class in the general form attached hereto as Exhibit A, and which will also
3 set the date for the Final Approval Hearing.

4 (b) Class Notice

5 (i) Within twenty one (21) days after the Court issues the Preliminary Approval Order,
6 Defendant shall provide the Database to the Settlement Administrator. The Database shall be based on
7 Defendant's personnel, and/or other business records and provided in a format acceptable to the
8 Settlement Administrator. The Settlement Administrator shall maintain the Database, and all data
9 contained with the Database, as private and confidential and shall not disclose such data to any persons
10 or entities other than Defendant's Counsel, except that relevant information may be provided to Class
11 Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a
12 Class Member. This data is being supplied solely for purposes of the administration of the settlement
13 and hence cannot be used by the Settlement Administrator or Class Counsel for any purpose other than
14 to administer the settlement. The Parties agree that the information in the Database will not be used to
15 solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant,
16 or for any other purpose other than to administer the settlement as provided herein. Upon receipt of the
17 Database, the Settlement Administrator shall check with the U.S. Postal Service National Change of
18 Address Database and update any addresses with any new information found regarding the location of
19 Class Members.

20 (ii) Class Members shall not be required to file claim forms.

21 (iii) The Settlement Administrator will mail via first class mail the Class Notice directly to
22 the last known address of each Class Member within fourteen (14) days of receiving the Database from
23 Defendant.

24 (iv) Unless the Settlement Administrator receives the Class Notice returned as undeliverable
25 from the U.S. Postal Service, the Class Notice shall be deemed received by the Class Member to whom
26 it was sent.

27 (v) In the event that after the first mailing of the Class Notice and prior to the Final
28 Approval Hearing, any Class Notice is returned to the Agreement Administrator by the U.S. Postal

1 Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail such
2 notice to that forwarding address within three (3) days.

3 (vi) In the event that after the first mailing of the Class Notice and prior to the Final
4 Approval Hearing, any Class Notice is returned to the Settlement Administrator by the U.S. Postal
5 Service without a forwarding address, the Settlement Administrator shall perform a standard skip trace
6 using the Class Member's social security number, address, and/or telephone number in an effort to
7 ascertain the current address and/or telephone number of the Class Member. If a current address is
8 ascertained, the Settlement Administrator shall re-mail the Notice within three (3) days.

9 (vii) Class Members, except for Class Representative, will have forty-five (45) days from the
10 initial date of mailing the Class Notice within which to opt-out of the Agreement. Class Members who
11 wish to exercise this option must timely submit an Opt-Out Request to the Settlement Administrator.
12 The Opt-Out Request must be postmarked on or before forty-five (45) days from the date of mailing the
13 Class Notice. Class Members to whom the Settlement Administrator re-mails notice pursuant to
14 Paragraph 5(b)(v) of this Agreement shall have an additional fifteen (15) days from the date of mailing
15 the original Class Notice. Class Members who do not timely submit an executed Opt-Out Request shall
16 be part of the Settlement Class and bound by the Agreement. Class Members who timely submit an
17 executed Opt-Out Request shall have no further role in the Action, and for all purposes they shall be
18 regarded as if they never were a party to this Action or a Class Member, and thus they shall not be
19 entitled to any payment as a result of this Agreement and shall not be entitled to or permitted to assert
20 an objection to the settlement. The Class Notice shall advise Class Members of their ability to opt-out
21 of the settlement and of the consequence thereof. Neither the Parties nor any of their counsel will solicit
22 any Class Member to submit an Opt-Out Request.

23 (viii) An Opt-Out Request must be signed and dated to be valid.

24 (ix) Class Members will have forty-five (45) days from the date of mailing the Class Notice
25 within which to file an objection to the settlement. Only Class Members who have not filed an Opt-Out
26 Request may object to the settlement. To object, a Class Member must submit a written objection to the
27 Settlement Administrator. Class Members to whom the Settlement Administrator re-mails notice
28 pursuant to Paragraph 5(b)(v) of this Agreement shall have an additional fifteen (15) days from the date

1 of mailing the original Class Notice to object to the settlement. The Settlement Administrator shall
2 forward copies of any objections to Class Counsel and Defendant's Counsel within three (3) days of
3 receipt. Class Counsel shall submit copies of any objections received to the Court in conjunction with
4 the filing of the motion for Final Approval of the settlement. The Parties and their counsel agree that
5 they will not solicit, encourage, counsel, or advise any individual to object to the settlement.

6 (x) Beginning two weeks after the date the Class Notices are mailed, the Settlement
7 Administrator shall provide to Class Counsel and Defendant's Counsel a weekly status report which
8 will be cumulative, reflecting the names and the number of Class Members who have filed Opt-Out
9 Requests, as well as information about how many Class Notices have been mailed to forwarding
10 addresses, returned as undeliverable, and/or re-mailed.

11 (xi) If more than five percent (5%) of the total number of Class Members submit timely and
12 valid Opt-Out Requests, then Defendant shall have the option to void the Agreement in its sole
13 discretion. To exercise this option, Defendant must send written notification to Class Counsel within
14 fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant that the
15 total number of timely and valid Opt-Out Requests is more than five percent (5%). If Defendant
16 exercises its option under this paragraph, Defendant will pay the costs of class administration to the
17 class administrator up to that point in time.

18 (xii) At least seven (7) days prior to the deadline for filing the motion for final approval of the
19 settlement, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a
20 declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice and the
21 number of completed Opt-Out Requests.

22 (c) Final Approval

23 (i) Prior to the Final Approval Hearing, Plaintiff will move the Court for entry of the Final
24 Approval Order and Judgment (a) certifying the Class for settlement purposes only, finding the
25 settlement fair, reasonable, adequate, and in the best interests of the Class Members, (c) approving
26 Class Counsel's application for an award of attorneys' fees and costs, (d) approving the Class
27 Representative's application for Service Payment, (e) approving the payment of reasonable Agreement
28 Administration Costs, (f) ordering the Parties to comply with the terms of the Settlement Agreement;

1 (g) retaining jurisdiction for the purpose of enforcing the terms of the Settlement Agreement; and (h)
2 except as provided in (f) and (g) permanently releasing and barring any further Released Claims by
3 Class Members who do not opt-out of the Agreement. The Parties expressly agree that the Court will
4 retain jurisdiction to enforce the terms of the settlement and the Final Approval Order. The Parties and
5 their counsel shall make all reasonable efforts to secure entry of the Judgment. The proposed Final
6 Approval Order and Judgment shall be lodged with the Court no later than seven (7) days before the
7 Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final
8 Approval and for entry of the Judgment. Plaintiff will provide Defendant with a copy of the motion(s)
9 at least five (5) business days before the filing of the motion(s).

10 (ii) Class Representative and Class Counsel agree that they shall draft and file the necessary
11 papers for approval of the Service Payment and attorneys' fees and costs.

12 (iii) Defendant will not oppose the amount of the Service Payment and attorneys' fees and
13 costs sought, as long as they are consistent with the Agreement. If the Court (or any appellate court)
14 awards less than the amount requested for attorneys' fees and/or costs, or less than the amount
15 requested for the Service Payment for the Class Representative only the awarded amount shall be paid
16 and shall constitute satisfaction of the obligations of Defendant under this Agreement. If Class Counsel
17 files a timely appeal regarding the amount of Class Counsel fees and/or costs or Service Payment
18 approved by the Court, the Settlement Administrator shall hold the difference between the amount
19 requested and the amount awarded in escrow, in an interest-bearing account until such appeal has been
20 fully resolved. Any un-awarded amounts shall be added to the Net Settlement Amount for distribution
21 to the Settlement Class Members as set forth herein.

22 (iv) If an appeal results in an order materially modifying, setting aside, or vacating any
23 portion of the Agreement, with the exception of any modification of the amount of attorneys' fees or
24 costs to be paid to Class Counsel, or the amounts of the Service Payment paid to the Class
25 Representative, each party adversely impacted by the order shall have the absolute right, at its sole
26 discretion, to treat such order as an event permanently preventing the occurrence of Final Judgment. To
27 exercise this right, the party must inform the other party and the Settlement Administrator, in writing, of
28 the exercise of this right, within fourteen (14) days of receiving notice of any order modifying, setting

1 aside, or vacating any portion of the Agreement. Before either Party elects to exercise its right to treat
2 such order as an event permanently preventing the occurrence of Final Judgment that Party must meet
3 and confer in good faith with the other Party to determine if an agreement can be reached modifying
4 this Agreement to the mutual satisfaction of the Parties.

5 (v) If Final Judgment does not occur, or if this Agreement is terminated or canceled
6 pursuant to its terms, the Parties to this Agreement shall be deemed to have reverted to their respective
7 status as of the date and time immediately prior to the execution of this Agreement. Notwithstanding
8 any other provision of this Agreement, no order of the Court, or modification or reversal on appeal of
9 any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendant to
10 Class Counsel, or reducing the amount of the Service Payment paid to the Class Representative, shall
11 constitute grounds for cancellation or termination of the Agreement, or grounds for limiting any other
12 provision of the Judgment.

13 (d) Funding and Distribution of the Agreement Proceeds

14 (i) Within fourteen (14) days after the Effective Date, Defendant shall pay Four Hundred
15 Ninety Five Thousand Dollars and Zero Cents (\$495,000.00) into the Qualified Settlement Fund under
16 Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose
17 of administrating the Settlement. The Gross Settlement Amount is fully non-reversionary. Within ten
18 days of receipt of payment, the Settlement Administrator shall prepare a declaration confirming receipt
19 of payment, including the date of payment and the amount received, subject to the review of Class
20 Counsel and Defendants' Counsel. Counsel shall file and serve the declaration, along with a notice of
21 whether Defendants' Counsel has any objections, with the Court no later five days after receiving the
22 declaration from the Settlement Administrator. Defendants' Counsel shall have ten days to file any
23 objection to declaration.

24 (ii) Within twenty-eight (28) days after the Effective Date, the Settlement Administrator
25 shall issue Settlement Payments to Class Members in the form of a check, which shall become null and
26 void if not deposited within one hundred eighty (180) days of issuance. The Settlement Administrator
27 will mail all Settlement Payment checks to the last known address of each Settlement Class Member.
28 No Settlement Payment checks will be mailed to those Class Members whose Notice was returned as

1 undeliverable with no valid address ascertained as provided herein. Any Class Member who is not
2 mailed an initial Settlement Payment pursuant to this paragraph shall nevertheless be bound by the
3 Judgment and release of Claims. For all such Class Members, the value of their Settlement Payment
4 shall be included in the Net Settlement Amount to be allocated to Settlement Class Members. The
5 settlement check shall contain release language printed on the back of the check. In the event that a
6 Settlement Payment is returned by the U.S. Postal Service with a forwarding address, the Settlement
7 Administrator shall re-mail the check within three (3) days. In the event that a Settlement Payment is
8 returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a
9 standard skip-trace and shall re-mail the check within three (3) days if a current address can be
10 ascertained.

11 (iii) After one hundred eighty (180) days of issuance, funds from un-deposited Settlement
12 Payment checks will be held by the Settlement Administrator; if the Class Member to whom the un-
13 deposited check is issued does not contact Class Counsel or the Settlement Administrator concerning
14 his or her settlement payment within one-hundred eighty (180) days of issuance, the Agreement,
15 including its release, will be binding on that Class Member, and the amount of that Class Member's
16 settlement payment will revert back to the Qualified Settlement Fund and will be paid as a cy pres
17 award as set forth herein.

18 (iv) Within twenty-eight (28) days of the Effective Date, the Settlement Administrator shall
19 pay the Court-approved Attorneys' Fees and Costs to Class Counsel. Class Counsel shall provide to the
20 Settlement Administrator, with a copy to Defendant, the pertinent taxpayer identification number and
21 Form W-9 within fourteen (14) days after the Effective Date.

22 (v) Within twenty-eight (28) days of the Effective Date, the Settlement Administrator shall
23 send a check by mail for the Court-approved Service Payment to the Class Representative, care of Class
24 Counsel.

25 (vi) Within two hundred and ten (210) days of issuance of the Settlement Payment checks,
26 the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a report as to the
27 amount of funds remaining in the Settlement Fund. More specifically, the Settlement Administrator
28 shall provide a declaration to Class Counsel and Defendants' Counsel that states the unclaimed amount

1 of the gross fund value and the amount of payments to any person with a description of those person(s).
2 The declaration shall further indicate if there is interest on the unclaimed amounts.

3 (vii) After Class Counsel and Defendants' Counsel receive this declaration, Class Counsel shall
4 review it and provide it to Defense Counsel within ten (10) days for approval, comment, or objection.
5 Upon receipt of Defense Counsel's final approval, comments, and/or objection, Class Counsel shall file
6 the declaration with the Court along with notice of any approval, comments, or objections by
7 Defendants' Counsel, and shall take all necessary steps to comply with Code of Civil Procedure
8 sections 384 and 384.5 and Government Code section 68520 pursuant to the Court's directions and
9 upon consultation with and notification to Defendants' Counsel.

10 **6. MISCELLANEOUS PROVISIONS**

11 (a) Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
12 accomplish the terms of this Agreement. Such cooperation shall include, but not be limited to,
13 execution of such other documents and the taking of such other action as may reasonably be necessary
14 to fulfill the terms of this Agreement. The Parties to this settlement shall exercise reasonable efforts,
15 including all efforts contemplated by this Agreement and any other efforts that may become necessary
16 by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

17 (b) Construction. The Parties believe the terms of the settlement as set forth in this
18 Agreement are a fair, adequate and reasonable settlement of this Class Action and have arrived at this
19 Agreement in arms-length negotiations and with the assistance of a professional mediator, taking into
20 account all relevant factors, present and potential. This Agreement has been drafted jointly by counsel
21 for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall
22 not be construed against any of the Parties.

23 (c) No Media Disclosures. The Parties and their counsel agree that no comments of any kind
24 regarding the settlement, the settlement related documents, or the settlement negotiations (including
25 without limitation, the negotiations in the course of mediation), may be made at any time to the
26 press/media, unless the Parties agree otherwise in writing. Notwithstanding the foregoing, Defendant
27 shall have the right to disclose the Agreement and its terms for accounting or public filing purposes, or
28 to otherwise comply with any public reporting duties and that Class Counsel may post Court documents

1 only on Class Counsel’s website. The Parties’ counsel shall also retain the right to discuss the
2 Agreement with the Parties.

3 (d) Agreement of Class Representative. Plaintiff, by signing this Agreement, is bound by the
4 terms herein and further agrees not to request to be excluded from the settlement and not to object to any
5 terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no
6 force or effect. Plaintiff waives his right to file an appeal, writ, or any challenge whatsoever to the terms
7 of this Agreement, except Plaintiff and Class Counsel have the right to appeal any order denying, in
8 whole or in part, their application for the award of attorneys’ fees and costs and/or the Service Payment.

9 (e) Plaintiff agrees that this Agreement fully and finally resolves any and all claims that were
10 pled or could have been pled based on the factual allegations contained in the Complaint.

11 (f) Limitation on Attorney’s Fees and Costs. Neither Class Counsel nor any other attorneys
12 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to
13 recover amounts for fees, costs, or disbursements from the Released Parties or from the Gross
14 Settlement Amount as related to the Released Claims except as expressly provided herein.

15 (g) Amendment or Waiver Only in Writing. This Agreement may not be changed, altered, or
16 modified, except in writing signed by counsel for the Parties hereto and approved by the Court. No
17 rights hereunder may be waived except in a writing signed by the Parties and/or their counsel. This
18 Agreement may not be discharged except by performance in accordance with its terms or by a writing
19 used by the Parties hereto.

20 (h) Binding Upon Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Released Parties and the Parties, as previously defined.

22 (i) Authorization to Execute Agreement and Effectuate Settlement. Counsel for all Parties
23 warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate the terms hereof, and to execute any other documents required
26 to effectuate the terms of this Settlement Agreement. The signatories hereto further represent that they
27 are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions
28 hereof.

1 (j) No Prior Assignment. The Parties hereto represent, covenant, and warrant that they have
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
3 to any person or entity any portion of any liability, claim, demand, action, cause of action or rights
4 herein released and discharged except as set forth herein.

5 (k) No Signature Required by Settlement Class Members. Because the Settlement Class
6 Members are so numerous, it is impossible or impractical to have each one execute this Agreement. The
7 Class Notice, Exhibit A hereto, will advise all Settlement Class Members of the binding nature of the
8 release and such shall have the same force and effect as if this Agreement were executed by each
9 Settlement Class Member.

10 (l) Counterparts and Use of Copies in Lieu of Originals. This Agreement shall become
11 effective upon its execution by Class Representative and Defendant. This Agreement may be executed
12 by exchange of executed signature pages by Portable Document Format ("PDF") as an electronic mail
13 attachment, and any signature transmitted by PDF via electronic mail for the purpose of executing this
14 Agreement shall be deemed an original signature for purposes of this Agreement. This Agreement may
15 be executed in several counterparts, each of which shall be deemed to be an original, and all of which,
16 taken together, shall constitute one and the same instrument. The Parties also agree that copies of this
17 Agreement, including photocopies or facsimile copies (including copies generated by scanning this
18 Agreement to a PDF, or by any other electronic means intended to preserve the original graphic and
19 pictorial appearance of a document), including signed counterparts, shall be deemed to constitute an
20 original and may be used in lieu of an original for any purpose, and shall be fully enforceable against a
21 signing Party.

22 (m) Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the
23 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
24 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
25 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
26 embodied in this Agreement and all orders and judgments entered in connection therewith.

27 (n) Titles and Captions of No Force. Paragraph titles or captions contained in the Agreement
28 are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe

1 the scope of this Agreement, or any provision thereof.

2 (o) Entire Agreement. This Agreement and any attached Exhibits constitute the entire
3 agreement between the Parties relating to the Settlement and transaction contemplated thereby. All prior
4 or contemporaneous agreements, understandings and statements, whether oral or written, and whether
5 by a Party, Settlement Class Member, or it's, his, her, or their counsel, are merged herein. No oral or
6 written representations, warranties or inducements have been made to any party concerning this
7 Agreement or its Exhibits other than the representations, warranties and covenants contained and
8 memorialized in such documents.

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11
12 7/8/2021
13 Dated: _____

PLAINTIFF



Syed Ahmed Kabir

Defendant Chevron Stations Inc.

14
15
16 Dated: _____

Please Print Name of Authorized Signatory

17
18
19 APPROVED AS TO FORM

20 Dated: Kokoziian Law Firm, APC

21
22 By: _____
Bruce Kokoziian, Esq.
Attorneys for Plaintiff and the Class

23
24 Dated: Duane Morris LLP

25
26 By: _____
Robert D. Eassa, Esq.
Marc A. Koonin
27 Attorneys for Defendant Chevron Stations Inc.,
28 erroneously sued as Chevron Stations, Inc.

1 the scope of this Agreement, or any provision thereof.

2 (o) Entire Agreement. This Agreement and any attached Exhibits constitute the entire
3 agreement between the Parties relating to the Settlement and transaction contemplated thereby. All prior
4 or contemporaneous agreements, understandings and statements, whether oral or written, and whether
5 by a Party, Settlement Class Member, or it's, his, her, or their counsel, are merged herein. No oral or
6 written representations, warranties or inducements have been made to any party concerning this
7 Agreement or its Exhibits other than the representations, warranties and covenants contained and
8 memorialized in such documents.

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11 PLAINTIFF

12 7/8/2021

13 Dated: _____



14 _____
15 Syed Ahmed Kabir

16 Defendant Chevron Stations Inc.

17 Dated: _____

18 _____
19 _____

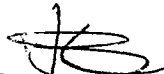
20 Please Print Name of Authorized Signatory

21 APPROVED AS TO FORM

22 Dated: 7/8/21

23 Kokozyan Law Firm, APC

24 By: _____



25 Bruce Kokozyan, Esq.
26 Attorneys for Plaintiff and the Class

27 Dated: _____

28 Duane Morris LLP

By: _____

Robert D. Eassa, Esq.
Marc A. Koonin
Attorneys for Defendant Chevron Stations Inc.,
erroneously sued as Chevron Stations, Inc.

Exhibit “A”

NOTICE OF CLASS ACTION SETTLEMENT

Kabir v Chevron Stations, Inc., Los Angeles Superior Court, Case Number: 20STCV05468

TO: all persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through [the Preliminary Approval Date.]

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit in *Syed Ahmed Kabir v. Chevron Stations, Inc.*, U.S. Superior Court, Los Angeles County, Case No. 20STCV05468 (the "Action"). The purpose of this Notice of Settlement ("Notice") is to describe the case, and to inform you of your rights and options in connection with the Action and the proposed settlement. The proposed settlement will resolve all claims in the Action.

A hearing concerning the fairness of the settlement will be held before the Hon. Elihu M. Berle on [date] at ___:___ a.m./ p.m. at the following address: The Superior Court of the State of California, County of Los Angeles, Central District located in the Spring Street Courthouse 312 North Spring Street, Los Angeles, California 90012, to determine whether the case should be settled. The date and time of the Final Fairness Hearing may change without further notice to the Class.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, UNLESS YOU REQUEST TO BE EXCLUDED FROM THE SETTLEMENT, AS EXPLAINED BELOW.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes, the following class (the "Class"):

All persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through the Preliminary Approval Date.

According to the records of Defendant, you are a member of the Class ("Class Member").

What is this case about?

In the Action, Plaintiff alleges on behalf of himself and a putative class that Defendant failed to provide compliant background check disclosures/authorizations under the Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A)). The Action asserts claims for statutory penalties, civil penalties, punitive damages, injunctive relief, costs of suit, interest, restitution, and reasonable attorneys' fees.

Defendant is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. Defendant contends its background check policies and procedures and background check disclosures/authorizations are lawful and have been lawful throughout the Class Period. Defendant also contends that Plaintiff's claims do not meet the requirements for class certification.

This settlement is the result of good faith, arm's length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. The settlement is a compromise and is not an admission of liability on the part of Defendant.

///

///

Who are the attorneys representing the Parties?

The attorneys for the Class Representative in the Action (“Class Counsel”) are:

Bruce Kokozyan
Kokozyan Law Firm, APC
9440 S. Santa Monica Blvd, Suite 510
Beverly Hills, CA 90210
Telephone: (323) 857-5900

The attorneys for Defendant are:

Robert D. Eassa
Marc A. Koonin
Duane Morris LP
Spear Tower
One Market Plaza, Suite 2200
San Francisco, CA 94105-1127

The settlement administrator who
mailed you this notice is CPT
Group, Inc.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$495,000 (the “Gross Settlement Amount”) for: (a) settlement payments to Class Members; (b) service payment to the Class Representative; (c) Class Counsel’s fees and costs; and (d) the costs of administering the settlement. Class counsel will seek from the Court the following deductions from the Gross Settlement Amount: (1) \$7,500 for the Class Representative service payment; (2) \$165,000 for Class counsel’s attorney fees which is 33⅓ % of the Gross Settlement Amount; (3) up to \$15,000 for Class counsel’s litigation costs; and (4) an estimated \$52,000 for the settlement administration costs.

Class Members’ Settlement Payments. After deductions from the Gross Settlement Amount for attorneys’ fees (\$165,000) and attorney costs (not to exceed \$15,000), the service payments to the Class Representative (\$7,500), and the costs of administering the settlement (estimated \$52,000), there will be a Net Settlement Amount. From this Net Settlement Amount, each Class Member who does not opt out of the Settlement Class shall receive a pro rate share in equal amounts; and (c) any payments which are not cashed after one-hundred eighty (180) days following issuance shall be void. Any payments which are not cashed shall be distributed as a *cy pres* award to (“Legal Aid Foundation of Los Angeles”), a 501c(3) non-profit organization.

Checks shall remain valid for one-hundred eighty (180) days.

Payments shall be sent to the participating class member by check through regular mail.

None of the Parties or attorneys makes any representations concerning the tax consequences of this settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

If the Notice to a Class Member is returned as undeliverable, and if the Settlement Administrator cannot locate a valid address for the Class Member with reasonable efforts, that Class Member will not be mailed a check, and the money that would have gone to that Class Member will be redistributed to the other Participating Class Members whose Notices were not returned as undeliverable.

What is my estimated Settlement Payment?

While the precise amount of your Settlement Payment is not known at this time, if Defendant procured or caused to be procured a background check on you from February 11, 2015 through [preliminary approval date], your estimated Settlement Payment is \$[___].

What claims are being released by the proposed Settlement?

Upon the Effective Date of the Settlement and Defendant's funding of the settlement, Plaintiff and each member of the Settlement Class shall be deemed to have fully, finally, and forever released the Released Parties from all Released Claims through the date of the Preliminary Approval Order. "Released Parties" means: (i) Defendant; (ii) any and all of Defendant's affiliates, including, but not limited to, predecessors, successors and assigns, parent corporations, subsidiary corporations, and divisions, joint venturers, partners; and (iii) all of their past and present shareholders, members, owners, employees, officers and directors, insurers, re-insures, representatives, attorneys, administrators, accountants, auditors, advisors, consultants, and agents, whether acting as agents or in their individual or corporate capacities. "Released Claims" as to each member of the Settlement Class for the Class Period, means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever kind or nature that were pled or reasonably could have been pled based on the factual allegations contained in the Complaint and covers the period from February 11, 2015 to the Preliminary Approval Date, **to the fullest extent permitted by law**. The Released Claims specifically include claims for violations (specifically including negligent and willful violations) of the Fair Credit Reporting Act, including but not limited to 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1) and (g)(c), the Investigative Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.), the Consumer Credit Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.) and any other federal, state or local law governing the procurement or use of background/credit checks, including laws regarding background check 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.

What are my options in this matter?

You have options under this Settlement, each of which is discussed below. You may: (A) remain in the Class and receive a settlement payment; or (B) exclude yourself from the Class and from the settlement. If you choose to remain in the Class, you may also object to the settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. However, Class Counsel will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in this Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive a payment under the settlement, you do not need to do anything. You will be included in the Class automatically. By remaining in the Class and receiving settlement monies, you consent to the release of claims that are asserted or could have been asserted based on the allegations of the Complaint, including claims for statutory penalties, civil penalties, punitive damages, injunctive relief, costs of suit, interest, restitution, and reasonable attorneys' fees.

Any amount paid to Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Releasees, unless otherwise required by law.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the settlement, you must submit a signed written request to be excluded from the settlement ("Opt-Out Request") to the Settlement Administrator. To be valid, your Opt-Out Request must be postmarked on or before insert 45-day exclusion deadline. If you do not timely submit a signed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described in the "What claims are being released by the proposed Settlement?" section above and all other settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent through the United States Postal Service by First-Class U.S. Mail, or the equivalent. If you timely submit a signed Opt-Out Request, you will have no further role in the Action, and for all purposes, you will be regarded as if you never were either a party to this Action or a Class Member, and thus you will not be entitled to any payment from the settlement and will not be entitled to or permitted to assert an objection to the settlement. The address to send exclusion to is : XXX.

Objecting to the Settlement: If you believe the proposed settlement is unfair or inadequate, you may object to the settlement by submitting a written objection to the Settlement Administrator and send to [_____]. **You cannot object to the settlement if you request exclusion from the settlement, as provided under Option B above.**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

All objections must be signed and set forth your name, address, telephone number, and the name and number of the Action: *Ahmed Kabir v. Chevron Stations, Inc.*, U.S. Superior Court, Los Angeles County, Case No. 20STCV05468. All objections must be postmarked no later than [insert 45-day objection deadline]. Your objection must clearly state the reasons why you believe the Court should find that the proposed settlement is not in the best interest of the Settlement Class, and why you believe the settlement should not be approved. The Settlement Administrator shall forward copies of any objections to Class Counsel and to Defendant's Counsel within three days of receipt. Class Counsel shall submit copies of any objections received to the Court in conjunction with the filing of the motion for final approval of the settlement. Objections need not be filed with the Court.

You may hire an attorney at your own expense to appear on your behalf or you may appear personally at the Final Approval Hearing if you submit a timely objection in the manner described above. Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed settlement, the payment of attorneys' fees and costs, the service payment to the Class Representative, and any and all other aspects of the settlement.

Even if you submit an objection, you will be bound by the terms of the settlement, including applicable releases as set forth above, unless the settlement is not finally approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the service payment to the Class Representative on [_____], at [_____] in Courtroom 6, The Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive a share of the settlement. At the present time, a facial covering is required to enter the courthouse and social distancing guidelines of remaining six (6) feet apart is observed. Individuals are asked to not enter the courthouse if they have been exposed to the coronavirus or have symptoms of COVID-19. These conditions are subject to change.

The hearing date is subject to change. Up to date information regarding the hearing date may be found on the at the Los Angeles Superior Court's website under "Case Access" and entering the case number at the beginning of this notice.

Notice of the Final Judgment in this action will be posted on XXXX [Settlement admin] website .

How can I get additional information?

This Notice only summarizes the Action, the basic terms of the settlement, and other related matters. For more information, you may review the Court's files, including the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this Action, may be examined by visiting the Clerk of The Superior Court of the State of California, County of Los Angeles, Central District located in The Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please refer to the guidelines for entering the Courthouse above before entering the Courthouse. You can also request information from the Settlement Administrator or Class Counsel, at the address listed above.

What should I do if my address changes?

If you received this Notice at an address other than the address shown on the Notice, or if your address changes, please promptly contact the Settlement Administrator toll-free at [NUMBER]. This will ensure that you receive further notices about this settlement, and that you receive your Settlement Payment if the settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE ATTORNEYS
FOR THE DEFENDANT ABOUT THIS NOTICE**

BY ORDER OF THE SUPERIOR COURT

Exhibit “2”

NOTICE OF CLASS ACTION SETTLEMENT

Kabir v Chevron Stations, Inc., Los Angeles Superior Court, Case Number: 20STCV05468

TO: all persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through [the Preliminary Approval Date.]

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit in *Syed Ahmed Kabir v. Chevron Stations, Inc.*, U.S. Superior Court, Los Angeles County, Case No. 20STCV05468 (the "Action"). The purpose of this Notice of Settlement ("Notice") is to describe the case, and to inform you of your rights and options in connection with the Action and the proposed settlement. The proposed settlement will resolve all claims in the Action.

A hearing concerning the fairness of the settlement will be held before the Hon. Elihu M. Berle on [date] at ___:___ a.m./ p.m. at the following address: The Superior Court of the State of California, County of Los Angeles, Central District located in the Spring Street Courthouse 312 North Spring Street, Los Angeles, California 90012, to determine whether the case should be settled. The date and time of the Final Fairness Hearing may change without further notice to the Class.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, UNLESS YOU REQUEST TO BE EXCLUDED FROM THE SETTLEMENT, AS EXPLAINED BELOW.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes, the following class (the "Class"):

All persons who applied for employment with Chevron Stations Inc. in California and were the subject of a background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron Stations Inc. at any time from February 11, 2015, through the Preliminary Approval Date.

According to the records of Defendant, you are a member of the Class ("Class Member").

What is this case about?

In the Action, Plaintiff alleges on behalf of himself and a putative class that Defendant failed to provide compliant background check disclosures/authorizations under the Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A)). The Action asserts claims for statutory penalties, civil penalties, punitive damages, injunctive relief, costs of suit, interest, restitution, and reasonable attorneys' fees.

Defendant is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. Defendant contends its background check policies and procedures and background check disclosures/authorizations are lawful and have been lawful throughout the Class Period. Defendant also contends that Plaintiff's claims do not meet the requirements for class certification.

This settlement is the result of good faith, arm's length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. The settlement is a compromise and is not an admission of liability on the part of Defendant.

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Who are the attorneys representing the Parties?

The attorneys for the Class Representative in the Action (“Class Counsel”) are:

Bruce Kokozyan
Kokozyan Law Firm, APC
9440 S. Santa Monica Blvd, Suite 510
Beverly Hills, CA 90210
Telephone: (323) 857-5900

The attorneys for Defendant are:

Robert D. Eassa
Marc A. Koonin
Duane Morris LP
Spear Tower
One Market Plaza, Suite 2200
San Francisco, CA 94105-1127

The settlement administrator who
mailed you this notice is CPT
Group, Inc.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$495,000 (the “Gross Settlement Amount”) for: (a) settlement payments to Class Members; (b) service payment to the Class Representative; (c) Class Counsel’s fees and costs; and (d) the costs of administering the settlement. Class counsel will seek from the Court the following deductions from the Gross Settlement Amount: (1) \$7,500 for the Class Representative service payment; (2) \$165,000 for Class counsel’s attorney fees which is 33½ % of the Gross Settlement Amount; (3) up to \$15,000 for Class counsel’s litigation costs; and (4) an estimated \$52,000 for the settlement administration costs.

Class Members’ Settlement Payments. After deductions from the Gross Settlement Amount for attorneys’ fees (\$165,000) and attorney costs (not to exceed \$15,000), the service payments to the Class Representative (\$7,500), and the costs of administering the settlement (estimated \$52,000), there will be a Net Settlement Amount. From this Net Settlement Amount, each Class Member who does not opt out of the Settlement Class shall receive a pro rate share in equal amounts; and (c) any payments which are not cashed after one-hundred eighty (180) days following issuance shall be void. Any payments which are not cashed shall be distributed as a *cy pres* award to (“Legal Aid Foundation of Los Angeles”), a 501c(3) non-profit organization.

Checks shall remain valid for one-hundred eighty (180) days.

Payments shall be sent to the participating class member by check through regular mail.

None of the Parties or attorneys makes any representations concerning the tax consequences of this settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

If the Notice to a Class Member is returned as undeliverable, and if the Settlement Administrator cannot locate a valid address for the Class Member with reasonable efforts, that Class Member will not be mailed a check, and the money that would have gone to that Class Member will be redistributed to the other Participating Class Members whose Notices were not returned as undeliverable.

What is my estimated Settlement Payment?

While the precise amount of your Settlement Payment is not known at this time, if Defendant procured or caused to be procured a background check on you from February 11, 2015 through [preliminary approval date], your estimated Settlement Payment is \$[___].

What claims are being released by the proposed Settlement?

Upon the Effective Date of the Settlement and Defendant's funding of the settlement, Plaintiff and each member of the Settlement Class shall be deemed to have fully, finally, and forever released the Released Parties from all Released Claims through the date of the Preliminary Approval Order. "Released Parties" means: (i) Defendant; (ii) any and all of Defendant's affiliates, including, but not limited to, predecessors, successors and assigns, parent corporations, subsidiary corporations, and divisions, joint venturers, partners; and (iii) all of their past and present shareholders, members, owners, employees, officers and directors, insurers, re-insures, representatives, attorneys, administrators, accountants, auditors, advisors, consultants, and agents, whether acting as agents or in their individual or corporate capacities. "Released Claims" as to each member of the Settlement Class for the Class Period, means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever kind or nature that were pled or reasonably could have been pled based on the factual allegations contained in the Complaint and covers the period from February 11, 2015 to the Preliminary Approval Date, **to the fullest extent permitted by law**. The Released Claims specifically include claims for violations (specifically including negligent and willful violations) of the Fair Credit Reporting Act, including but not limited to 15 U.S.C. § 1681b(b)(2)(A), (d)(a)(1) and (g)(c), the Investigative Consumer Reporting Agencies Act (California Civil Code §§ 1786 et seq.), the Consumer Credit Reporting Agencies Act (California Civil Code §§ 1785.1 et seq.) and any other federal, state or local law governing the procurement or use of background/credit checks, including laws regarding background check 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.

What are my options in this matter?

You have options under this Settlement, each of which is discussed below. You may: (A) remain in the Class and receive a settlement payment; or (B) exclude yourself from the Class and from the settlement. If you choose to remain in the Class, you may also object to the settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. However, Class Counsel will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in this Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive a payment under the settlement, you do not need to do anything. You will be included in the Class automatically. By remaining in the Class and receiving settlement monies, you consent to the release of claims that are asserted or could have been asserted based on the allegations of the Complaint, including claims for statutory penalties, civil penalties, punitive damages, injunctive relief, costs of suit, interest, restitution, and reasonable attorneys' fees.

Any amount paid to Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Releasees, unless otherwise required by law.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the settlement, you must submit a signed written request to be excluded from the settlement ("Opt-Out Request") to the Settlement Administrator. To be valid, your Opt-Out Request must be postmarked on or before insert 45-day exclusion deadline. If you do not timely submit a signed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described in the "What claims are being released by the proposed Settlement?" section above and all other settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent through the United States Postal Service by First-Class U.S. Mail, or the equivalent. If you timely submit a signed Opt-Out Request, you will have no further role in the Action, and for all purposes, you will be regarded as if you never were either a party to this Action or a Class Member, and thus you will not be entitled to any payment from the settlement and will not be entitled to or permitted to assert an objection to the settlement. The address to send exclusion to is : XXX.

Objecting to the Settlement: If you believe the proposed settlement is unfair or inadequate, you may object to the settlement by submitting a written objection to the Settlement Administrator and send to [_____]. **You cannot object to the settlement if you request exclusion from the settlement**, as provided under Option B above.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

All objections must be signed and set forth your name, address, telephone number, and the name and number of the Action: *Ahmed Kabir v. Chevron Stations, Inc.*, U.S. Superior Court, Los Angeles County, Case No. 20STCV05468. All objections must be postmarked no later than [insert 45-day objection deadline]. Your objection must clearly state the reasons why you believe the Court should find that the proposed settlement is not in the best interest of the Settlement Class, and why you believe the settlement should not be approved. The Settlement Administrator shall forward copies of any objections to Class Counsel and to Defendant's Counsel within three days of receipt. Class Counsel shall submit copies of any objections received to the Court in conjunction with the filing of the motion for final approval of the settlement. Objections need not be filed with the Court.

You may hire an attorney at your own expense to appear on your behalf or you may appear personally at the Final Approval Hearing if you submit a timely objection in the manner described above. Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed settlement, the payment of attorneys' fees and costs, the service payment to the Class Representative, and any and all other aspects of the settlement.

Even if you submit an objection, you will be bound by the terms of the settlement, including applicable releases as set forth above, unless the settlement is not finally approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the service payment to the Class Representative on [_____], at [_____] in Courtroom 6. The Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive a share of the settlement. At the present time, a facial covering is required to enter the courthouse and social distancing guidelines of remaining six (6) feet apart is observed. Individuals are asked to not enter the courthouse if they have been exposed to the coronavirus or have symptoms of COVID-19. These conditions are subject to change.

The hearing date is subject to change. Up to date information regarding the hearing date may be found on the at the Los Angeles Superior Court's website under "Case Access" and entering the case number at the beginning of this notice.

Notice of the Final Judgment in this action will be posted on XXXX [Settlement admin] website .

How can I get additional information?

This Notice only summarizes the Action, the basic terms of the settlement, and other related matters. For more information, you may review the Court's files, including the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this Action, may be examined by visiting the Clerk of The Superior Court of the State of California, County of Los Angeles, Central District located in The Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please refer to the guidelines for entering the Courthouse above before entering the Courthouse. You can also request information from the Settlement Administrator or Class Counsel, at the address listed above.

What should I do if my address changes?

If you received this Notice at an address other than the address shown on the Notice, or if your address changes, please promptly contact the Settlement Administrator toll-free at [NUMBER]. This will ensure that you receive further notices about this settlement, and that you receive your Settlement Payment if the settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE ATTORNEYS
FOR THE DEFENDANT ABOUT THIS NOTICE**

BY ORDER OF THE SUPERIOR COURT

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PROOF OF SERVICE

Kabir v. Chevron Stations, Inc.

LASC Case No. 20STCV05468

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozyan Law Firm, APC, and I made the service referred to below at their direction. My business address is 9440 South Santa Monica Boulevard, Suite 510, Beverly Hills, California 90210.

On July 22, 2021, I served true copies of **DECLARATION OF BRUCE KOKOZYAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 22, 2021, at Los Angeles, California.


Glenn Dwiggins

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Duane Morris LLP

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