

Bruce Kokozyan, Esq. (SBN 195723)

KOKOZIAN LAW FIRM, APC

10940 Wilshire Blvd, Suite 1200

Los Angeles, California 90024

Telephone Number: (323) 857-5900

Fax Number: (310) 275-6301

Email Address:

bkokozyan@kokozyanlawfirm.com

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

**NOTICE OF ENTRY OF FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on February 9, 2022, the honorable Elihu M. Berle entered a
Final Order and Judgment Following Granting of Plaintiffs' Motion for Final Approval of Class Action
Settlement. A true and correct copy of the executed Final Order and Judgment is attached hereto.

DATED: February 14, 2022

Type text here

KOKOZIAN LAW FIRM, APC



By:

Bruce Kokozyan, Esq.
Attorneys for Plaintiffs

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd, Suite 1200
Los Angeles, CA 90024
 Telephone Number: (323) 857-5900
 Fax Number: (310) 275-6301
 Email Address:
bkokozyan@kokozyanlawfirm.com

FILED
 Superior Court of California
 County of Los Angeles
02/09/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: M. Fregoso Deputy

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**

) **REVISED [PROPOSED] FINAL ORDER AND**
) **JUDGMENT FOLLOWING GRANTING OF**
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) **Hearing information**

) Date: February 4, 2022
) Time: 9:00 a.m.
) Dept.: SSC 6

) Filing Date: 2/11/2020

The Parties reached a settlement subject to Court approval as represented in the Class Action Settlement Agreement and Release of Claims (the "Agreement"). Thereafter, on October 1, 2021, this Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"). Having considered Plaintiff's Notice of Motion and Motion for Final Approval of

1 Class Action Settlement and Award for Attorneys' Fees, Costs, and Representative Enhancement in the
2 above-captioned action, having granted preliminary approval of this settlement on October 1, 2021, due
3 and adequate notice having been given to the Settlement Class as required in said Preliminary Approval
4 Order, and the Court having considered all papers filed and proceedings had herein and otherwise being
5 fully informed in the matter, having received no objections or opposition to the settlement, and good
6 cause appearing therefore:

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

8 1. The settlement of the above-captioned class action as embodied in the Agreement is fully
9 and finally approved. The Agreement is hereby incorporated by reference and attached as **Exhibit 1** to
10 this Final Order and Judgment Following Granting of Plaintiff's Motion for Final Approval of Class
11 Action Settlement ("Final Order and Judgment"). Except as otherwise specified herein and for purposes
12 of this Final Order and Judgment, the terms used in this Final Order and Judgment have the meaning
13 assigned to them in the Agreement, Notice of Class Action Settlement ("Class Notice"), and the Motions
14 for Preliminary and Final Approval of the Class Action Settlement and Award for Attorneys' Fees,
15 Costs, and Representative Enhancement.

16 2. For the reasons set forth in the Preliminary Approval Order, which are adopted and
17 incorporated herein by reference, this Court finds that the applicable requirements of the California
18 Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied
19 with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier
20 provisional certification of the Class, as set forth in the Preliminary Approval Order.

21 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and
22 over all parties to the Class Action, including all members of the Settlement Class. Pursuant to Rule
23 3.771(a) of the California Rules of Court, the Settlement Class consists of the following: "all persons
24 who applied for employment with Chevron Stations Inc. in California and were the subject of a
25 background check that was procured by Chevron Stations Inc. or caused to be procured by Chevron
26 Stations Inc. at any time from February 11, 2015, through the Preliminary Approval Date [October 1,
27 2021]."

1 4. The Class Notice given to the Class Members fully and accurately informed the Class
2 Members of all material elements of the proposed Settlement and of their opportunity to object to or
3 comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient
4 notice to all Class Members; and complied fully with the laws of the State of California, the United
5 States Constitution, due process, and other applicable law. The Class Notice fairly and adequately
6 described the Settlement and provided Class Members adequate instructions and a variety of means to
7 obtain additional information. A full opportunity has been afforded to the Class Members to participate
8 in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
9 heard, and the Court has received no objections or opposition to the settlement. Accordingly, the Court
10 determines that all Class Members who did not timely and properly execute a request for exclusion are
11 bound by this Final Order and Judgment.

12 5. The Court has considered all relevant factors for determining the fairness of the
13 settlement and has concluded that all such factors weigh in favor of granting final approval. In
14 particular, the Court finds that the Settlement was reached following meaningful discovery and
15 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
16 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are
17 in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
18 presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and
19 complexity of the claims presented; the likely duration of further litigation; the amount offered in
20 Settlement; the extent of investigation and discovery completed; and the experience and views of Class
21 Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Agreement and
22 expressly finds that said settlement is, in all respects, fair, reasonable, adequate, and in the best interests
23 of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and
24 provisions of the Agreement.

25 6. The Court hereby approves attorneys' fees to Kokozyan Law Firm, APC (Class Counsel)
26 in the amount of One Hundred Sixty-Five Thousand Dollars and No Cents (\$165,000.00)and costs of
27 Nine Thousand Two Hundred Eighty-One Dollars and Sixty Cents (\$9,281.60), as compensation for all
28

1 attorney time spent on this matter from inception through and including the final Settlement Fairness
2 Hearing and all other work related to this case and all costs, as these requests are fair and reasonable.
3 Costs to the claims administrator in the amount of Fifty Two Thousand Dollars and No Cents
4 (\$52,000.00) is hereby approved as fair and reasonable.

5 7. The Court hereby approves a Service Award to the Named Plaintiff in the amount of
6 Seven Thousand, Five Hundred Dollars and No Cents (\$7,500.00). Named Plaintiff's Service Award is
7 approved based on his contribution to the class, risks incurred, stigma, execution of a general release and
8 all other factors presented to the Court, the Court finds this request fair and reasonable.

9 8. Entry of this Final Order and Judgment shall constitute a full and complete bar against
10 the Class Representative as to all Class Representative Released Claims and against each member of the
11 Settlement Class as to all the Released Claims as defined by the Agreement, and shall constitute res
12 judicata and collateral estoppel with respect to any and all such released claims, except to those who
13 opted out of the settlement. The following individuals have opted out of the settlement: (1) Alyssa
14 Escobar-Rojas; (2) Paul Jonathan Feia (Roseanna F. Davis [heir]); and (3) Praneel Chandra.

15 9. The Court further confirms and finds that nothing contained in the Agreement, the
16 Preliminary Approval Order, this Final Order and Judgment, or any other order entered in this action
17 shall in any way or manner constitute an admission or determination of liability by or against Defendant,
18 or any other Released Parties with respect to any of the claims and causes of action asserted by the
19 Settlement Class or any member thereof, and shall not be offered in evidence in any action or
20 proceeding against Defendant, or any other Released Parties in any court, administrative agency, or
21 other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of
22 the Agreement or this Final Order and Judgment. This paragraph shall not, however, diminish or
23 otherwise affect the obligation, responsibilities, or duties of Defendant under the Agreement and this
24 Final Order and Judgment.

25 10. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the
26 Parties and Settlement Class Members are ordered to perform their respective duties and obligations
27 under the Agreement. Defendant shall fund the settlement into the Qualified Settlement Fund no later
28

than March 11, 2022.

11. By means of this Final Order and Judgment, final judgment is entered, as defined in section 577 of the Code of Civil Procedure, binding each Settlement Class Member and operating as a full release and discharge of the Class Representative Released Claims and all other Settlement Class Member Released Claims.

12. Without affecting the finality of this Order, pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action exclusively for purposes of supervising, implementing, interpreting and enforcing this Final Order and Judgment and the Agreement,.

13. Notice of entry of this Final Order and Judgment shall be given to Defendant by Plaintiffs. It shall not be necessary to send notice of entry of this Final Order and Judgment to Class Members. Rather, Notice of entry of this Final Order and Judgment shall be given to the Settlement Class by posting on the Claims Administrator's website for a period of at least thirty (30) days.

14. Judgment is entered in this case, as of the date this order is filed with the Court, and upon the Effective Date and Defendant fully funding the Gross Settlement Amount, barring the Class Representative Released Claims and all other Released Claims with prejudice, each side to bear their own costs and fees (including attorneys' fees) except as provided by the Agreement and this Final Order and Judgment. Defendant shall not be required to pay any amounts other than as set forth in the Agreement and this Final Order and Judgment.

15. The Court sets an Order to Show Re Compliance with Judgment on September 16, 2022 at 8:30 a.m. The joint report regarding distribution and compliance is due September 9, 2022.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: EJ EG



Elihu M. Berle
The Honorable Elihu M. Berle
Judge of the Superior Court
Elihu M. Berle / Judge

Exhibit “1”

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZYAN LAW FIRM, APC
 9440 South Santa Monica Boulevard, Suite 510
 Beverly Hills, California 90210
 Telephone Number: (323) 857-5900
 Fax Number: (310) 275-6301
 Email Address:
 bkokozyan@kokozyanlawfirm.com

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.),

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

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
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.

(aa) "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.

(bb) "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.

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

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

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

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

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

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

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

3. POSITION OF THE PARTIES

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

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

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

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

(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 33⅓% 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**

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

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

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

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

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

5. NOTICE TO CLASS

(a) Preliminary Approval

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

(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

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

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

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

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

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

of mailing the original Class Notice to object to the settlement. The Settlement Administrator shall forward copies of any objections to Class Counsel and Defendant's Counsel within three (3) 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. The Parties and their counsel agree that they will not solicit, encourage, counsel, or advise any individual to object to the settlement.

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

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

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

(c) Final Approval

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

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

the scope of this Agreement, or any provision thereof.

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

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

PLAINTIFF

Dated: _____

Syed Ahmed Kabir

Defendant Chevron Stations Inc.

08 July 2021
Dated: _____

DocuSigned by:
Brie Gallagher
2E2FD1568FA240E...

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

APPROVED AS TO FORM

Kokozian Law Firm, APC

Dated: _____

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

Dated: _____

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

24 Dated: July 8, 2021

Duane Morris LLP

25 By:

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

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZIAN LAW FIRM, APC
9440 South Santa Monica Boulevard, Suite 510
Beverly Hills, California 90210
Telephone Number: (323) 857-5900
Fax Number: (310) 275-6301
Email Address:
bkokozyan@kokozyanlawfirm.com

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.),

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

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
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

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

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

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

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

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

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

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

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

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

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

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

(aa) "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.

(bb) "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.

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

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

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

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

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

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

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

3. POSITION OF THE PARTIES

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

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

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

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

(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

Settlement Class Members as set forth herein.

(c) Service Payment to Class Representative

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

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

(d) Attorneys' Fees and Costs

(i) Class Counsel shall apply to the Court for an award of reasonable attorneys' fees not to exceed One Hundred Sixty Five Thousand Dollars, which equates to 33⅓% of the Gross Settlement Amount, plus reasonable costs from the Gross Settlement Amount (not to exceed \$15,000). Defendant will not oppose these requests. Any amount of the requested attorneys' fees and costs not awarded by the Court will become part of the Net Settlement Amount.

(e) Settlement Administration Costs

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

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

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

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

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

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

5. NOTICE TO CLASS

(a) Preliminary Approval

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

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

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

(b) Class Notice

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

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

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

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

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

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

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

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

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

(ix) Class Members will have forty-five (45) days from the date of mailing the Class Notice within which to file an objection to the settlement. Only Class Members who have not filed an Opt-Out Request may object to the settlement. To object, a Class Member must submit a written objection to the Settlement Administrator. Class Members to whom the Settlement Administrator re-mails notice 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;

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the scope of this Agreement, or any provision thereof.

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

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

PLAINTIFF

7/8/2021

Dated: _____



Syed Ahmed Kabir

Defendant Chevron Stations Inc.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

Dated: Kokozyan Law Firm, APC

By: _____

Bruce Kokozyan, Esq.
Attorneys for Plaintiff and the Class

Dated: _____

Duane Morris LLP

By: _____

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

the scope of this Agreement, or any provision thereof.

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

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

PLAINTIFF

7/8/2021

Dated: _____



Syed Ahmed Kabir

Defendant Chevron Stations Inc.

Dated: _____

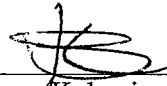
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

Dated: 7/8/21

Kokozian Law Firm, APC

By:



Bruce Kokozian, Esq.
Attorneys for Plaintiff and the Class

Dated:

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 501(c)(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**

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

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 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.


On February 7, 2022, I served true copies of **REVISED [PROPOSED] FINAL ORDER AND JUDGMENT FOLLOWING GRANTING OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

[X] 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 February 7, 2022, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

Duane Morris LLP

Representing: Chevron Stations, Inc.

Robert Eassa, Esq. (rdeassa@duanemorris.com)

Delia Isvoranu, Esq.

(disvoranu@duanemorris.com)

Marc Koonin, Esq. (makoonin@duanemorris.com)

One Market Plaza, Spear Tower, Suite 2200

San Francisco, CA 94105

Phone: (415) 957-3000

Fax: (415) 957-3001