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9 Attorneys for Plaintiff
10 Syed Ahmed Kabir

FILED
Superior Court of California
County of Los Angeles

OCT 01 2021

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso Deputy

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

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

16 Plaintiff,

17 vs.

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

21 Defendants.

) CASE NO.: 20STCV05468

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

) **CLASS ACTION**

) **AMENDED [PROPOSED] ORDER GRANTING**
) **MOTION FOR PRELIMINARY APPROVAL**
) **OF CLASS ACTION SETTLEMENT**

) **Hearing information**

) Date: October 1, 2021
) Time: 8:30 a.m.
) Dept.: SSC 6

RECEIVED
SEP 17 2021
FILING WINDOW

) Filing Date: 2/11/2020

22 **[PROPOSED] ORDER**

23 Plaintiff Syed Ahmed Kabir ("Plaintiff" or "Named Plaintiff") Motion for
24 Preliminary Approval of Class Action Settlement (the "Motion") came on regularly for hearing before
25 the Honorable Elihu M. Berle Judge presiding.
26

27 After full consideration of all the materials filed in support of the Motion, and after
28

1 hearing the arguments of counsel, AND GOOD CAUSE APPEARING THEREFROM, the Court
2 makes the following findings and orders:

- 3 1. The Court **GRANTS** preliminary approval of the Settlement pursuant to Rule of Court
4 3.769 based upon the terms set forth in the Class Action Settlement Agreement and
5 Release of Claims (“Settlement” or “Settlement Agreement”) attached to the Declaration
6 of Bruce Kokozyan as Exhibit 1.
- 7 2. The Settlement as proposed appears to be fair and reasonable and to provide significant
8 benefit to the Settlement Class.
- 9 3. The Settlement was reached through good faith, arm’s-length negotiation with the
10 assistance of an experienced mediator.
- 11 4. The proposed Settlement Class defined in the Settlement is provisionally certified for
12 purposes of the Settlement only.
- 13 5. Plaintiff Syed Ahmed Kabir is a suitable class representative and is appointed as the
14 Class Representative for the Settlement Class.
- 15 6. Plaintiff’s counsel, Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC, are experienced
16 in matters of this nature and are appointed as Class Counsel for the Settlement Class.
- 17 7. The notice provision in the Settlement is constitutionally sound because individual
18 notices will be mailed to all Class Members whose identities are known to the parties,
19 and such notice is the best notice practicable. The proposed Notice of Class Action
20 Settlement (“Class Notice”) is sufficient to inform Class Members of the terms of the
21 Settlement, their rights under the Settlement, their rights to object to the Settlement, and
22 their rights to elect not to participate in the Settlement; the processes for doing so; and the
23 date and location of the final approval hearing, and are therefore approved.
- 24 8. CPT Group, Inc. (“CPT Group”) is approved as Settlement Administrator.
- 25 9. A Final Approval Hearing on the question of whether the proposed Settlement, attorneys’
26 fees and costs to Class Counsel, administration costs to CPT Group, and the Plaintiff’s
27 enhancement awards should be finally approved as fair, reasonable, and adequate as to
28 the members of the Class is scheduled in Dept. 6 of this Court on February 4, 2022 at
9:00 a.m.

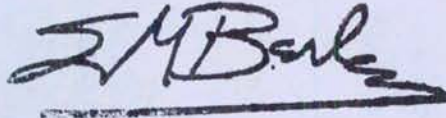
- 1 10. The Court approves, as to form and content, the Class Notice, in substantially the form
2 attached hereto as Exhibit "1" and to the Supplemental Declaration of Bruce Kokozyan
3 Support of Preliminary Approval of Class Action Settlement as Exhibit "2". The Court
4 approves the procedure for Settlement Class members to participate in, to opt out of, and
5 to object to, the Settlement as set forth in the Class Notice.
- 6 11. The Court directs the mailing of the Class Notice to all Settlement Class members by in
7 accordance with the Implementation Schedule set forth below. The Court finds the dates
8 selected for the mailing and distribution of the Class Notice, as set forth in the
9 Implementation Schedule, meet the requirements of due process and provide the best
10 notice practicable under the circumstances and shall constitute due and sufficient notice
11 to all persons entitled thereto.
- 12 12. The Court orders the following Implementation Schedule for further proceedings:
- 13 a. Deadline for Defendants to submit Settlement Class member contact information
14 to Claims Administrator: October 22, 2021.
15 (21 days after entry of Preliminary Approval Order).
- 16 b. The Settlement Administrator shall mail the Class Notice to Class members via
17 First-Class U.S. Mail by November 5, 2021 (within 14 days of receiving
18 Settlement Class member contact information from Defendant).
- 19 c. The Deadline for Class Members to postmark requests for exclusion shall be
20 January 5, 2022. .
- 21 d. The Deadline for Class members to postmark and file any objections to the
22 Settlement shall be January 5, 2022.
- 23 e. Deadline for Class Counsel to file Motion for Final Approval of Class Action
24 Settlement and for Award of Attorneys' Fees, Costs, and Class Representative
25 Enhancement: December 5, 2021.
- 26 f. Deadline for responses to objections and also provide administrator report is
27 January 21, 2022;
- 28

g. Final Fairness and Approval Hearing: February 4, 2022, 9:00 a.m.

13. The Court reserves the right to continue the date of the final approval hearing and to enter judgment upon granting final approval without further notice to class members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

Dated:

10/1/21



By: _____

Honorable Elihu M. Berle

Exhibit “1”

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 October 1, 2021 [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 February 4, 2022 at 9:00 a.m. at the following address: The Superior Court of the State of California, County of Los Angeles, Central District located in the Spring Street Courthouse 312 North Spring Street, Los Angeles, California 90012, to determine whether the case should be settled. The date and time of the Final Fairness Hearing may change without further notice to the Class.

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

Who is affected by this proposed Settlement?

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

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

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

What is this case about?

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

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

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

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Who are the attorneys representing the Parties?

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

Bruce Kokozyan
Kokozyan Law Firm, APC
10940 Wilshire Blvd, Suite 1200
Los Angeles, CA 90024

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 33 1/3 % 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 *cypres* award to ("Legal Aid Foundation of Los Angeles"), a 501c(3) non-profit organization.

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

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

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

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

What is my estimated Settlement Payment?

While the precise amount of your Settlement Payment is not known at this time, if Defendant procured or caused to be procured a background check on you from February 11, 2015 through October 1, 2021 [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-insurers, 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 January 5, 2022. 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 January 5, 2022. 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 February 4, 2022, at [9:00 a.m.] 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

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 September 17, 2021, I served true copies of **AMENDED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

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

SEE ATTACHED SERVICE LIST

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

Executed on September 17, 2021, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

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Duane Morris LLP

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