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ERICA PRICE, on behalf of herself
6 and all others similarly situated

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

10
11 ERICA PRICE, on behalf of herself and all
12 others similarly situated

13 Plaintiffs,

14 v.

15 EDS SERVICE SOLUTIONS, LLC, a Delaware
16 limited liability company; and DOES 1 through
100, Inclusive

17 Defendants.
18
19
20

CASE NO.: 21STCV40438

[Assigned for all purposes to the Hon. Yvette M.
Palazuelos - Dept. 9]

**REVISED STIPULATION OF CLASS
ACTION SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff ERICA PRICE ("Plaintiff"),
2 individually and on behalf of all others similarly situated, on the one hand, and Defendant EDS
3 SERVICE SOLUTIONS, LLC, ("Defendant"), on the other hand, and subject to the approval of the
4 Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set
5 forth in this Agreement of Class Action Settlement ("Settlement," "Settlement Agreement" or
6 "Agreement") and that the Court shall make and enter judgment, subject to the continuing jurisdiction
7 of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which
8 by this reference become an integral part of this Agreement. Plaintiff and Defendant are collectively
9 referred to as the "Parties."

10 DEFINITIONS

11 In addition to other terms defined in this Agreement, the terms below have the
12 following meaning in this Agreement:

13 1. "Action" means the putative class action entitled *Erica Price v. EDS Service Solutions*
14 *LLC.*, pending in the California Superior Court for the County of Los Angeles, Case No.
15 21STCV40438.

16 2. "Class Counsel" means Michael Nourmand and James A. De Sario of The Nourmand
17 Law Firm, APC.

18 3. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's litigation
19 and resolution of this Action not to exceed one-third of the Gross Settlement Amount, \$33,333.33 and
20 Class Counsel's expenses and costs reasonably incurred in connection with the Action of up to
21 \$20,000.

22 4. "Class Information" means information regarding FCRA Class Members that
23 Defendant shall in good faith compile from available records and shall be authorized by the Court to
24 transmit in a secured manner to the Settlement Administrator only. Class Information shall be
25 transmitted in electronic form, readily usable, and shall include: each Class Member's full name;
26 social security number; and address.

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1 5. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
2 attached as Exhibit 1, which shall be subject to Court approval and which the Settlement
3 Administrator shall mail to each Class Member to explain the terms of this Agreement and the
4 Settlement, and include the timing and manner in which to request exclusion from the Settlement, to
5 object to the Settlement, to dispute the information upon which their Individual Settlement Award will
6 be calculated, and will inform the Class of the date, place and time of the Final Approval hearing.

7 6. “Class Representative Service Award” means the amount that the Court authorizes to
8 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s
9 efforts and risks in assisting with the prosecution of the Action.

10 7. “Defendant” means Defendant EDS Service Solutions, LLC.

11 8. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.

12 9. “Effective Date” of the settlement means the latest date of occurrence of any of the
13 following:

14 a. the date the Court has entered both a Final Approval Order approving this
15 settlement and the Final Judgment;

16 b. if there is an objector, sixty (60) calendar days after the period for appeal from
17 the Final Approval or Judgment has expired if no appeal, review or writ is sought from Final Approval
18 or the Judgment;

19 or,

20 c. if an appeal, review or writ is sought from Final Approval or Judgment, ten (10)
21 calendar days after the petition has been denied or dismissed, or, if granted, Final Approval and final
22 judgment is affirmed in a form substantially identical to the form of the Final Approval Order entered
23 by the Court with no possibility of subsequent appeal or other judicial review therefrom, or the date
24 the appeal or other judicial review therefrom are fully dismissed with no possibility of subsequent
25 appeal, writ or other judicial review.

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1 10. “FCRA Class” shall include and mean the following: All applicants for employment
2 On behalf of drivers with Defendant in California for whom Defendant procured a background check
3 report from February 5, 2015 to and including December 31, 2018 (“FCRA Class Period”). Defendant
4 represents that the FCRA Class contains approximately 238 individuals.

5 11. “FCRA Class Fund” means the portion of the Net Settlement allocated to the settlement
6 payments to the FCRA Class.

7 12. “FCRA Class Member” or “Class Member” means FCRA Class who do not timely opt
8 out of the Settlement.

9 13. “Final Approval” means the date on which the Court enters an order granting final
10 approval of this class action settlement and entering judgment in accordance with this Agreement.

11 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the
12 filing by Plaintiff of an appropriate motion for approval of the Settlement, following the appropriate
13 notice to Class Members giving Class Members an opportunity to object to the Settlement, at which
14 time Plaintiff shall request that the Court finally approve the fairness, reasonableness and adequacy of
15 the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other
16 appropriate action.

17 15. “Final Order and Judgment” means the order and judgment to be entered by the Court
18 upon granting final approval of the Settlement and this Agreement as binding upon the Parties and
19 Class Members.

20 16. “Gross Settlement Amount” means the maximum amount Defendant shall have to pay
21 in connection with this Settlement, by way of a Qualified Settlement Fund, which shall be inclusive of
22 all Individual Settlement Awards to Participating Class Members, Class Counsel Award, Settlement
23 Administration Costs, and the Class Representative Service Award. Subject to Court approval and the
24 terms of this Agreement, the Gross Settlement Amount Defendant shall be required to pay is One
25 Hundred Thousand Dollars (\$100,000). No matter the circumstances, Defendant shall pay no more
26 than the amount of the Gross Settlement Amount. Each FCRA Class Member shall be responsible for
27 paying any taxes due on his or her Individual Settlement Award. The Gross Settlement Amount shall
28 be all-in with no reversion to Defendant.

1 17. “Individual Settlement Award” means the amount payable from the Net Settlement
2 Amount to each Class Member for their payment from the FCRA Class Fund.

3 18. “Net Settlement Amount” is the amount remaining in the FCRA Class Fund after
4 deducting from the Gross Settlement Amount the court-approved Settlement Administration Costs,
5 Class Counsel’s Award of Fees and Costs, and the Class Representative Service Award. The
6 settlement funds remaining after deductions from the fund shall be the Net Settlement Amount
7 distributed to the participating FCRA Class Members.

8 19. “Notice of Objection” means a Class Member’s written objection to the Settlement.

9 20. “Parties” means Plaintiff and Defendant.

10 21. “Participating Class Members” means all FCRA Class who do not submit a valid and
11 timely request for exclusion on or before the Response Deadline and who shall be bound by all terms
12 of the Settlement, if the Settlement is approved by the Court, and be issued their Individual Settlement
13 Award.

14 22. “Plaintiff” means the named Plaintiff, Erica Price.

15 23. “Preliminary Approval Order” means the order to be issued by the Court preliminarily
16 approving the Settlement, the Class Notice, and authorizing the mailing of the Class Notice by the
17 Settlement Administrator, appointing Plaintiff as the Class Representative, Plaintiff’s Counsel as Class
18 Counsel, and CPT Group, Inc. as the Settlement Administrator, and setting the date of the Final
19 Approval Hearing, among other things.

20 24. “Released Parties” means EDS Service Solutions, LLC., and all divisions, related or
21 affiliated companies, parent companies, holding companies, shareholders, officers, directors,
22 employees, agents, attorneys, insurers, investors, successors and assigns, owners, officials, branches,
23 partners, units, assigns, limited liability companies or other organizations, members, managers,
24 principals, heirs, representatives, accountants, auditors, consultants, reinsurers, predecessors in
25 interest, beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any
26 individual or entity which could be jointly liable with Defendant.

27 25. “Response Deadline” means the date forty-five (45) days after the Settlement
28 Administrator mails the Class Notice to Class Members and the last date on which Class Members

1 may postmark an objection to or opt out of the Settlement. To the extent any mailed Class Notice is
2 returned as undeliverable, such person shall be permitted an additional fifteen (15) days from any re-
3 mailing of the Class Notice to submit their objection or request to opt out, but in no event later than
4 sixty (60) days from the initial mailing of the Class Notice.

5 26. "Settlement Administrator" shall be CPT Group, Inc. or such other administrator agreed
6 to by the Parties and with adequate measures to safeguard the security of class data mutually, subject
7 to Court approval.

8 27. "Settlement Administration Costs" means the reasonable costs and fees of
9 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
10 limited to: (i) translating the Class Notice into Spanish; (ii) printing and mailing and re-mailing (if
11 necessary) of Class Notice to Class Members; (iii) preparing and submitting to Class Members and
12 government entities all appropriate tax filings and forms; (iv) computing the amount of and
13 distributing Individual Settlement Awards, the Class Representative Service Award, and the Class
14 Counsel Award; (v) processing requests for exclusion and Notices of Objection; (vi) establishing a
15 Qualified Settlement Fund, as defined by the Internal Revenue Code; and (vii) issuing all required tax
16 forms (e.g., 1099s) and providing all required tax reporting. The Settlement Administration Costs shall
17 not exceed \$7,500 to administrate the Settlement of the class.

18 RECITALS

19 28. Procedural History. On February 5, 2020, Plaintiff filed a Complaint with the United
20 States District Court, Central District Case Number 2:20-cv-01186 ("District Court Action").
21 Thereafter, pursuant to stipulation by the Parties, Plaintiff dismissed the District Court Action, without
22 prejudice, and on November 3, 2021, filed a Complaint with the California Superior Court for the
23 County of Los Angeles, Case No. 21STCV40438. (the "State Court Action"). The District Court
24 Action and State Court Action collectively with the referred to as the "Action." The claims currently
25 pending in the Action include Violation of 15 U.S.C. §1681b(b)(2)(A); Violation of 15 U.S.C. §and
26 168g(c); Violation of California Civil Code §1786, et seq.; and Violation of Civil Code §1785 et seq.

27 29. Settlement Negotiations. On March 30, 2021, the Parties participated in a private
28 mediation session with Lynn Frank, Esq. ("Ms. Frank"), a well-regarded and experienced class action

1 mediator. The Parties were not able to reach a settlement at mediation. However, Ms. Frank
2 continued settlement discussions with counsel and issued a mediator's proposal which was ultimately
3 accepted by the Parties.

4 **30. Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class Counsel
5 recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in
6 the Action through trial and through any possible appeals. Plaintiff also has taken into account the
7 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in
8 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
9 establish liability for the claim asserted in the Action, both generally and in response to Defendant's
10 defenses thereto, the difficulties in obtaining class certification, and the difficulties in establishing
11 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel also
12 have taken into account Defendant's agreement to enter into a settlement that confers substantial
13 benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have
14 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in
15 the best interests of all Class Members.

16 **31. Defendant's Reasons for Settlement.** Defendant recognizes that any further defense of the
17 Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time,
18 energy, and resources have been, and unless this Settlement is completed, shall continue to be,
19 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
20 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
21 contends it is not liable for the claims alleged by Plaintiff in the Action, Defendant has agreed,
22 nonetheless, to settle in the manner and upon the terms set forth in this Agreement and to put to rest
23 the claims alleged in this Action. Nothing contained in this Agreement, no documents referred to
24 herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by
25 or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant
26 contends it has complied with all applicable state, federal, and local laws.

27 **32.** The Parties stipulate to the conditional certification of the FCRA Class for purposes of
28 this Settlement only. This Agreement is contingent upon the Preliminary and Final Approval and

1 certification of the FCRA Class only for purposes of this Settlement. Should this Settlement not
2 become final, for whatever reason, the Parties' stipulation to class certification as part of this
3 Settlement shall become null and void ab initio, and the fact that the Parties were willing to stipulate
4 provisionally to class certification as part of this Settlement shall have no bearing on, and shall not be
5 admissible in connection with, the issue of whether a class should be certified in a non-settlement
6 context in the Action, and shall not be admissible for any purpose in any action. Nothing in this
7 Agreement will be construed as an admission or acknowledgement of any kind that any class should
8 be certified in the Action or in any other action or proceeding.

9 33. Defendant expressly reserves the right and declares that Defendant intends to oppose
10 class certification vigorously should this Settlement not be granted Final Approval or be modified or
11 reversed on appeal or otherwise not become final. If for any reason this Agreement does not become
12 effective, Defendant reserves the right to contest certification of any class for any reason. Defendant
13 does not concede the merits of Plaintiff's contentions regarding the suitability of the litigation for class
14 certification under the California Code of Civil Procedure but has agreed to resolve the litigation
15 through this Settlement in recognition of the expense and risk of continuing with the litigation and in
16 the belief that the settlement is fair, adequate, and reasonable. Therefore, in entering into this
17 Agreement, it is the Parties' mutual intention and agreement that if, for any reason, the Settlement
18 Agreement does not become final, the conditional class certification will be vacated, Plaintiff and
19 Defendant will retain all rights to support or oppose certification for the purposes of litigation, and any
20 certification arising from the Court's Final Approval of this Settlement may not be used by Plaintiff
21 or Defendant in support of any argument for or against certification of any class. Plaintiff will not be
22 deemed to have waived, limited or affected in any way any claims, rights or remedies in the Action,
23 and Defendant will not be deemed to have waived, limited, or affected in any way any of its claims,
24 rights, remedies, objections or defenses in the Action. Neither the provisional certification nor, if
25 ultimately approved, the certification of the FCRA Class to consummate this Settlement shall
26 constitute a determination by the Court that a plaintiff class should be certified for purposes of trial or
27 for any other purpose in any action. Thus, if any appeal is successful, the Court's certification of the
28 class for settlement purposes shall be deemed void nunc pro tunc.

1 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

2 **TERMS OF SETTLEMENT**

3 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
4 forth herein, the Parties agree, subject to the Court's approval, as follows:

5 34. **Binding Settlement.** This Settlement shall bind the Parties and all Class Members,
6 subject to the terms and conditions hereof and the Court's approval.

7 35. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the
8 Gross Settlement Amount that Defendant will pay under this Settlement is the total sum of One
9 Hundred Thousand U.S. Dollars (\$100,000) for payment of all claims, including all Individual
10 Settlement Awards to Participating Class Members, Class Counsel Fees and Costs, Settlement
11 Administration Costs, and the Class Representative Service Award. No matter the circumstances,
12 Defendant shall pay no more than the Gross Settlement Amount. Each class member shall be
13 responsible for paying any taxes due on his or her settlement. The Gross Settlement Amount shall be
14 all-in with no reversion to Defendant.

15 36. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of
16 this Agreement, the Settlement Administrator will make the following payments to be deducted from
17 the Gross Settlement Amount within seven (7) days after Defendant provides the Settlement
18 Administrator with the Gross Settlement Amount as follows:

19 a. **Class Representative Service Award.** Subject to Court approval, Plaintiff shall
20 be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000), or
21 any amount as awarded by the Court, for her time and effort in bringing and presenting the Action and
22 her risks undertaken for the payment of costs in the event of loss. Defendant shall not oppose or object
23 to Plaintiff's request for a Class Representative Service Award in an amount not to exceed Five
24 Thousand Dollars (\$5,000). The Class Representative Service Award shall be paid to Plaintiff from
25 the Gross Settlement Amount no later than seven (7) days after Defendant provides the Settlement
26 Administrator with the Gross Settlement Amount. The Settlement Administrator shall issue an IRS
27 Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally
28 responsible to pay any and all applicable taxes on her Class Representative Service Award. The Class

1 Representative Service Award shall be made in addition to Plaintiffs Individual Settlement Award.
2 The court-approved Class Representative Service Award shall be paid solely from the Gross
3 Settlement Amount. Any amount requested by Plaintiff for the Class Representative Service Award
4 and not awarded by the Court shall become part of the Net Settlement Amount and made available for
5 distribution to Participating Class Members.

6 b. Class Counsel Award. Subject to Court approval, Class Counsel shall be
7 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third of the Gross
8 Settlement Amount, which amounts to Thirty-Three Thousand Three Hundred and Thirty-Three
9 Dollars and Thirty-Three Cents (\$33,333.33). In addition, subject to Court approval, Class Counsel
10 shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the
11 Action, which are properly documented by Class Counsel, in an amount not to exceed Twenty
12 Thousand Dollars (\$20,000). Class Counsel shall provide the Settlement Administrator with a
13 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
14 Class Counsel Award approved by the Court. Defendant shall not oppose or object to Plaintiff's
15 request for an award of attorneys' fees or litigation costs in the amounts referenced above. In the
16 event the Court awards Class Counsel less than one-third of the Gross Settlement Amount in
17 attorneys' fees and/or less than Twenty Thousand Dollars (\$20,000) in costs, the difference shall
18 become part of the Net Settlement Amount and made available for distribution to the Participating
19 Class Members. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than
20 seven (7) days after Defendant provides the Settlement Administrator with the Gross Settlement
21 Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class
22 Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the
23 Class Counsel Award. The court-approved Class Counsel Award shall be paid solely from the Gross
24 Settlement Amount.

25 c. Settlement Administration Costs. The settlement administration fees and
26 expenses, which are estimated not to exceed Seven Thousand Five Hundred Dollars and No Cents
27 (\$7,500), shall be paid from the Gross Settlement Amount to CPT Group, Inc., or such other
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1 administrator agreed to by the Parties and approved by the Court. Settlement Administration Costs
2 shall not exceed the reasonable estimate to administer the settlement of the class without court
3 approval. Court-approved Settlement Administration Costs shall be paid solely from the Gross
4 Settlement Amount. The Settlement Administrator shall provide the Parties with a declaration
5 detailing services it has rendered with respect to noticing the Class, and costs incurred and to be
6 incurred in concluding its responsibilities under the terms of this Agreement which Class Counsel
7 shall file with their motion for final approval. The Parties agree to cooperate in the Administration
8 process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

9 i. The Parties each represent they do not have any financial interest in the
10 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
11 could create a conflict of interest.

12 ii. The Settlement Administrator shall keep the Parties timely apprised of
13 the performance of all Settlement Administrator responsibilities required by the Settlement, and to
14 provide weekly status reports regarding the mailing of the Class Notice, returned as undeliverable
15 Class Notice, and efforts to locate updated addresses and re-mailing of such Class Notice. The
16 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
17 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from
18 which payments required by the Settlement shall be made.

19 37. Payments from the Net Settlement Amount- Individual Settlement Awards. Subject to
20 the terms and conditions of this Agreement, Individual Settlement Awards shall be paid by the
21 Settlement Administrator to the Participating Class Members from the Net Settlement Amount as
22 follows: Participating Class Members shall be eligible to receive a pro rata share of the Net
23 Settlement Amount in relation to the aggregate number of Class Members during the FCRA Class
24 Period. The pro rata share shall be calculated by dividing the Net Settlement Amount by the number of
25 Class Members during the FCRA Class Period.

26 c. Individual Settlement Award payments shall be made by check and made
27 payable to each Participating Class Member as set forth in this Agreement.

1 d. Individual Settlement Awards to Participating FCRA Class Members shall not
2 be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to
3 each Participating Class Member for the portion of each Individual Settlement Award payment
4 allocated to FCRA payments.

5 e. Distribution of Individual Settlement Awards. The Individual Settlement
6 Awards shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each
7 Participating Class Member's last known mailing address within seven (7) days after Defendant
8 provides the Settlement Administrator with the Gross Settlement Amount. Prior to mailing the
9 Individual Settlement Awards, the Settlement Administrator shall perform another skip-trace on Class
10 Notice returned as undelivered to update and correct any known or identifiable address changes.

11 f. Individual Settlement Award checks shall remain negotiable for one hundred
12 eighty (180) days from the date of mailing. If an Individual Settlement Award check remains
13 uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall void
14 any such uncashed checks. Thereafter, any uncashed checks shall be distributed to the Legal-Aid at
15 Work.

16 **38. Settlement Administration.**

17 a. Class Information. Within seven (7) days of entry of the Preliminary Approval
18 Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes
19 of mailing the Class Notice to FCRA Class Members. The Class Information shall be considered
20 confidential, shall not be disclosed to anyone other than Defense Counsel. Specifically, the Settlement
21 Administrator shall not provide the Class Information to Class Counsel.

22 b. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
23 Settlement Administrator shall perform a search based on the National Change of Address Database
24 maintained by the United States Postal Service to update and correct any known or identifiable
25 address changes. Within seven (7) days after receiving the Class Information from Defendant as
26 provided herein, the Settlement Administrator shall mail copies of the Class Notice to all Class
27 Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best
28 judgment to determine the current mailing address for each Class Member. The address identified by

1 the Settlement Administrator as the current mailing address shall be presumed to be the most current
2 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
3 best notice practicable to Class Members and fully complies with due process.

4 c. Undeliverable Class Notice. Any Class Notice returned to the Settlement
5 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
6 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
7 shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of
8 automated search, using the name, address and/or Social Security number of the Class Member
9 involved, and shall then perform re-mailing to the Class Member whose Class Notice was returned as
10 non-delivered, assuming another mailing address is identified by the Settlement Administrator. If a
11 returned Class Notice is associated with a currently employed Class Member, the Settlement
12 Administrator will notify Defendant, who will in turn obtain an updated and current address for such
13 Class Members and provide it to the Settlement Administrator for remailing of the Class Notice.
14 Class Members who are sent re-mailed a Class Notice shall have their Response Deadline extended by
15 15 days from any remailing of the Class Notice, but in no event later than 60 days after the initial
16 mailing of the Class Notice. If these procedures are followed, notice to Class Members shall be
17 deemed to have been fully satisfied, and if the intended recipient of the Class Notice does not receive
18 the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound
19 by all terms of the Settlement and the Final Order and Judgment.

20 d. Exclusion. The Class Notice shall provide that Class Members who wish to
21 exclude themselves from the FCRA Class must submit a written request to be excluded on or before
22 the Response Deadline. Such request for exclusion: (1) must contain the full name, address, telephone
23 number, the last four digits of the Social Security number of the person requesting exclusion, and a
24 statement that they request exclusion from the class and do not wish to participate in the settlement;
25 and (2) must be postmarked by the Response Deadline and returned by mail to the Settlement
26 Administrator at the specified address as directed by the Class Notice. Subject to review by Class
27 Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope
28 shall be the exclusive means used by the Settlement Administrator to determine whether a request for

1 exclusion has been timely submitted. Any Class Member who timely requests exclusion will not be
2 entitled to submit objections to the Settlement, will not be entitled to any recovery under the
3 Settlement, and will not be bound by the Settlement or have any right to object, appeal or comment
4 thereon. All Class Members who do not submit a valid and timely request for exclusion on or before
5 the Response Deadline shall be Participating Class Members and shall be bound by all terms of the
6 Settlement, if the Settlement is approved by the Court. No later than seven (7) calendar days
7 before the motion for Final Approval is filed, the Settlement Administrator shall provide counsel for
8 the Parties with the number of Class Members who have timely requested exclusion from the
9 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
10 Class Members to submit requests for exclusion from the Settlement.

11 e. Objections. The Class Notice shall state that Class Members who wish to object to the
12 Settlement shall submit to the Court a Notice of Objection, supporting papers and/or notices of intent
13 to appear at the Final Approval Hearing by the Response Deadline. The Notice of Objection must (1)
14 clearly identify the case name and number (*Erica Price v. EDS Service Solutions LLC*, Case No.
15 21STCV40438; (2) either be mailed to: Clerk of the Court, Superior Court of the State of California,
16 County of Los Angeles, Central District located in the Spring Street Courthouse 312 North Spring
17 Street, Los Angeles, California 90012 or be filed in person at the same location; (3) in addition must
18 be mailed to Class Counsel and Defense Counsel, and (4) be postmarked (if mailed to the Court) or
19 filed no later than 45 days from the date of initial mailing of the Class Notice. Any Class Member may
20 object to the Settlement either by mailing a written objection using the process described above or by
21 appearing at the Final Approval Hearing and making an oral objection before the Court, regardless of
22 whether or not the Class Member timely mailed a written Objection to the Settlement Administrator.
23 The Court, in its sole discretion, may permit any member of the Class to address the Court at the
24 Settlement Approval Hearing and may consider any statements made by a Class Member. Class
25 members who wish to appear at the final fairness hearing may contact class counsel to arrange a
26 telephonic appearance through LA Court Connect, at least three days before the hearing. Class
27 Members who fail to timely object in the manner specified herein and in the Class Notice shall be
28 deemed to have waived any objections to the Settlement. At no time shall any of the Parties, Class

1 Counsel or Defense counsel seek to solicit or otherwise encourage or discourage Class Members from
2 submitting a Notice of Objection, opting out of the Settlement, or filing an appeal from the Final
3 Approval Order and Judgment.

4 f. Written Report Prior to Final Approval. At least fourteen (14) calendar days
5 prior to filing of the Motion for Final Approval, the Settlement Administrator shall provide a written
6 report or declaration to the Parties describing the process and results of the administration of the
7 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the
8 Final Approval Hearing. Within seven (7) calendar days following the deadline to submit claims, the
9 Settlement Administrator shall provide the Parties with total costs for notice and claims
10 administration.

11 g. Final Report by Settlement Administrator to Court After Disbursement of Gross
12 Settlement Amount. Within ten (10) days after final disbursement of all funds from the Gross
13 Settlement Amount or on a date provided by the court, the Settlement Administrator will serve on the
14 Parties and file with the Court a declaration providing a final report on the disbursements of all funds
15 from the Gross Settlement Amount.

16 h. Monitoring and Reviewing Settlement Administration. The Parties have the right
17 to monitor and review the administration of the Settlement to verify that the monies allocated under
18 the Settlement are distributed in a correct amount, as provided for in this Agreement.

19 i. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
20 this Settlement.

21 j. Disputes Regarding Administration of Settlement. Any dispute not resolved by the
22 Settlement Administrator concerning the administration of the Settlement shall be resolved by the
23 Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith
24 and make use of the services of a mediator, if necessary, to resolve the dispute without the necessity of
25 involving the Court.

26 39. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon
27 expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine
28 whether to grant final approval of the Settlement, including determining the amounts properly payable

1 for: (i) Individual Settlement Awards made to the Participating Class Members; (ii) the Class Counsel
2 Award; (iii) the Class Representative Service Award; and (iv) Settlement Administration Costs. Upon
3 approval, the Court shall enter a Final Approval Order and Judgment.

4 40. Funding and Allocation of Gross Settlement Amount. Class Members shall not be
5 required to submit a claim form in order to receive a share of the Net Settlement Amount, and no
6 portion of the Gross Settlement Amount shall revert to Defendant or result in an unpaid residue.
7 Defendant shall fund the Gross Settlement Amount within seven (7) days after the Effective Date of
8 the Settlement by wire transfer or as agreed upon with the Settlement Administrator. If this Settlement
9 is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become
10 effective for any reason, then no portion of the Gross Settlement Amount shall be paid by Defendant.

11 41. Release by Plaintiff and Participating Class Members. Upon entry of Final Approval
12 Order and Judgment, Plaintiff and all other Participating Class Members in the FCRA Class shall be
13 deemed to have released their respective Released Claims against the Released Parties as follows:

14 a. Release of Claims: FCRA Class. Upon entry of Final Approval Order and
15 Judgment and Defendant funding the Gross Settlement Amount, the Participating FCRA Class
16 Members shall release the Released Parties to the fullest extent permitted by law from all federal,
17 state, and local claims, causes of action, demands, and obligations of any kind in law or equity,
18 whether known or unknown, suspected or unsuspected, that were either asserted in the Action or that
19 could reasonably arise from facts alleged in the Action, or arising out of, background checks or
20 reports, motor vehicle reports, reference checks, background investigations and/or consumer reports
21 or investigative consumer reports (collectively, "Reports") of any kind, including but not limited to
22 claims arising under the Fair Credit Reporting Act, the California Consumer Credit Reporting
23 Agencies Act, the California Investigative Consumer Reporting Agencies Act, and like federal, state,
24 and local laws, including but not limited to all statutory, compensatory, actual and punitive damages,
25 any restitution, declaratory, injunctive and any other equitable relief, and attorneys' fees and expenses,
26 arising from or related to Reports ordered through the FCRA Class Period.

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1 **b. Plaintiff's Release of Claims.** Upon entry of Final Approval Order and
2 Judgment and Defendant funding the Gross Settlement Amount, Plaintiff shall release the Released
3 Parties to the fullest extent permissible under the law in exchange for the consideration provided in
4 this settlement, except for such claims that cannot be released by law. This general release includes all
5 claims released by FCRA Class Members in Section 41(a), and Plaintiff shall execute a general release
6 as to the Released Parties to the fullest extent permissible under the law in exchange for the
7 consideration provided by this Settlement, except for such claims that cannot be released by law. This
8 release includes any and all claims, obligations, demands, actions, rights, causes of action, and
9 liabilities against the Released Parties, of whatever kind and nature, character, and description whether
10 in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance,
11 regulation, common law, or other source of law or contract, whether known or unknown, and whether
12 anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542
13 that could have been or are asserted based on Plaintiff's application for employment, employment
14 with, and separation from Defendant arising at any time for any type of relief. This release includes,
15 without limitation, any and all claims based on: (1) any alleged violations of the Fair Credit Reporting
16 Act, 15 U.S.C. § 1681b et seq., the California Consumer Credit Reporting Agencies Act, the
17 California Investigative Consumer Reporting Agencies Act, California Business and Professions
18 Code §§ 17200, et seq., and any other federal, state, or local law governing the procurement and use of
19 background/credit checks; (2) Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. §
20 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; the Americans with
21 Disabilities Act ("ADA"), 42 U.S.C. § 12101 et seq.; the ADA Amendments Act; the Americans with
22 Disabilities Amendments Act of 2008; the Family Medical Leave Act, 29 U.S.C. § 2601 et seq.; the
23 California Family Rights Act; the Equal Pay Act; the Lilly Ledbetter Fair Pay Act; the Employee
24 Retirement Income Security Act; the Occupational Safety and Health Act; the California Fair
25 Employment and Housing Act, as amended, Cal. Gov't Code § 12900 et seq.; and the California
26 Constitution; (3) violation of any public policy, contract, tort, or common law claim including, but not
27 limited to, wrongful discharge, retaliation, harassment, discrimination, breach of contract, promissory
28 estoppel, false imprisonment, intentional infliction of emotional distress, invasion of privacy, fraud,

1 duress, fraudulent misrepresentation, negligent misrepresentation, defamation, negligence, assault,
2 battery, unjust enrichment, money had and received, and violation of public policy; (4) violation of the
3 California Labor Code, any applicable California Industrial Welfare Commission Wage Order, the
4 Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; and any claims under state or
5 federal law for wage and hour violations including, but not limited to, claims for minimum wages,
6 straight pay, overtime, overtime premium pay, commissions, bonuses, expense reimbursement, meal
7 period premium pay, rest period premium pay, inaccurate wage statements, claim for vacation, sick
8 pay, paid time off or other leave; (5) all other known and unknown claims under any federal or state
9 common law, statutory, or other regulatory provision, now or hereafter recognized; and (6) all claims
10 for attorneys' fees and costs, to the fullest extent permissible by law (including waiver of any and all
11 rights and benefits conferred by California Civil Code § 1542. Plaintiff's Release of Claims expressly
12 excludes the Labor Code claims pending in *Silva, et al. v. EDS Service Solutions, LLC* Case No.
13 BC697656 ("Wage & Hour Action).

14 c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As
15 partial consideration for the Class Representative Service Award, Plaintiff's Released Claims shall
16 include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff
17 discovers facts and/or claims in addition to or different from those that they now know or believe to be
18 true with respect to the subject matter of Plaintiffs Released Claims, those claims will remain released
19 and forever barred. Therefore, with respect to Plaintiffs Released Claims, Plaintiff expressly waives
20 and relinquishes all of the provisions and all of their rights and benefits under the provisions of section
21 1542 of the California Civil Code, which reads:

22 **A general release does not extend to claims that the creditor or releasing party does**
23 **not know or suspect to exist in his or her favor at the time of executing the release,**
24 **and that, if known by him or her would have materially affected his or her**
25 **settlement with the debtor or released party.**

26 Notwithstanding the foregoing, the Parties acknowledge that Plaintiff is part of the Wage &
27 Hour Action which is excluded from Plaintiff's Release of Claims and Plaintiff's Waiver of Rights
28 Under California Civil Code Section 1542.

1 42. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
2 of the payments specified herein, and Class Members are not relying on any statement or
3 representation by the Parties, Class Counsel or Defense Counsel in this regard.

4 43. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this
5 Agreement, and no written communication or disclosure between or among the Parties, Class Counsel
6 or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
8 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
9 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice
10 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement
11 based upon the recommendation of any other party or any attorney or advisor to any other party, and
12 (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other
13 party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
14 adviser to any other party has imposed any limitation that protects the confidentiality of any such
15 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
16 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
17 including any transaction contemplated by this Agreement.

18 44. No Admission/Denial of Liability. Plaintiff continues to maintain that her claims have
19 merit notwithstanding this Settlement. Defendant denies all claims alleged in this Action and denies
20 any liability or wrongdoing of any kind associated with the claims alleged in this matter. Neither this
21 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, shall be
22 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of
23 Defendant, and none shall be used against Defendant as admissions or indications with respect to any
24 claim of any fault, concession, or omission by Defendant. The Parties further agree that this
25 Agreement will not be admissible in this or any other proceeding as evidence that Defendant or the
26 Released Parties are liable to Plaintiff or any Class Member, other than according to the terms of this
27 Agreement.

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1 45. Preliminary Approval of Settlement. Plaintiff shall draft and file a motion for
2 preliminary approval. The Parties agree to work diligently and cooperatively to have this Settlement
3 presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for,
4 among other things, the Class Notice to be sent to Class Members as specified herein.

5 46. Exhibits and Headings. The terms of this Agreement include the terms set forth in any
6 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
7 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
8 paragraphs or sections of this Agreement are inserted for convenience of reference only.

9 47. Interim Stay of Action. The Parties agree to stay, and to request that the Court stay, all
10 proceedings in the Action, except such proceedings necessary to implement and complete the
11 Settlement, obtain preliminary and final approval, and enter the Final Order and Judgment. The Parties
12 shall not serve any discovery, nor be required to respond to any written discovery or deposition
13 notices, and all objections to any discovery are reserved. Should preliminary or final approval be
14 denied, the Parties will have 30 days from that being a final decision to respond to any pending
15 discovery, subject to further extensions that may be granted by stipulation or court order.

16 48. Amendment or Modification. This Agreement may be amended or modified only by a
17 written instrument signed by the Parties and their respective counsel or their successors-in-interest.

18 49. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
19 agreement between the Parties, and no oral or written representations, warranties, or inducements have
20 been made to Plaintiff or Defendant concerning this Agreement or its Exhibits other than the
21 representations, warranties, and covenants contained and memorialized in this Agreement and its
22 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
23 the Parties.

24 50. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
25 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such
27 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required
28 to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense Counsel shall

1 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
2 the event the Parties are unable to reach agreement on the form or content of any document needed to
3 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
4 resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and
5 warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents
6 and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or
7 part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting
8 and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall
9 not be construed against any of the Parties.

10 51. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
11 to the benefit of, the successors and assigns of the Parties.

12 52. California Law Governs. All terms of this Agreement and the Exhibits hereto shall be
13 governed by and interpreted according to the laws of the State of California, without giving effect to
14 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

15 53. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same instrument.

17 54. This Settlement is Fair, Adequate and Reasonable. Plaintiff and Class Counsel
18 represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and the
19 Parties have arrived at this Settlement after extensive arm's-length negotiations facilitated by an
20 experienced and well-regarded mediator, taking into account all relevant factors, present and potential.

21 55. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
22 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
23 terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties,
24 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders
26 and judgments entered in connection therewith.

27 56. Invalidity of Any Provision. Before declaring any term or provision of this Agreement
28 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the

1 fullest extent possible consistent with applicable precedents so as to define all provisions of this
2 Agreement as valid and enforceable.

3 **57. Binding Nature of Notice of Class Action Settlement.** It is agreed that because the Class
4 Members are so numerous, it is impossible or impractical to have each Class Member execute the
5 Agreement. The Class Notice shall advise all Class Members of the binding nature of the Settlement
6 and the release of Released Claims, and shall have the same force and effect as if this Agreement were
7 executed by each Class Member, unless the Class Member timely returns a request for exclusion from
8 the Settlement.

9 **58. EXECUTION BY PARTIES AND COUNSEL.** The Parties and their counsel hereby
10 execute this Agreement.

11 [SIGNATURES CONTINUED ON NEXT PAGE]

1 I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO THE
2 PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL
3 UNDERSTANDING OF ITS CONSEQUENCES.

4 Plaintiff



5 Dated: 02/05/2024

Erica Price

8 Defendant



11 Dated: 02/06/2024

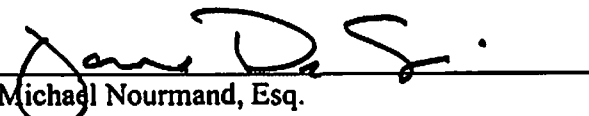
EDS SERVICE SOLUTIONS, LLC

15 APPROVED AS TO FORM

18 DATED: February 5, 2024

THE NOURMAND LAW FIRM, APC

20 By:


Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiffs

23 DATED: February 6, 2024

GORDON REES SCULLY MANSUKHANI, LLP

25 By: /s/ Matthew T. Theriault

Debra Ellwood Meppen, Esq.
Matthew T. Theriault, Esq.
Attorneys for Defendant