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Attorneys for Plaintiff, SOHEIL DAVOOD,
on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SOHEIL DAVOOD, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys’ General Act of 2004,

Plaintiff,

v.

NKSFB, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 22STCV17305

[Assigned for all purposes to the Hon.
Christopher K. Lui in Dept. 76]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEY’S FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court for a Hearing on Motion for Final Approval of
2 Settlement pursuant to the Order of this Court granting preliminary approval (“Preliminary
3 Approval Order”) of the class and representative action settlement upon the terms set forth in the
4 Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Class Members,”
18 “Settlement Class Members” or “Settlement Class”): all applicants and employees, former and
19 current, who applied for a position at NKSFB, LLC (“Defendant”) and had a Background Check
20 performed during the period between March 21, 2020, through August 22, 2023 (“Class Period”).

21 5. “Background Check” means any type of background check, including, but not limited
22 to, an investigative consumer report and/or a consumer credit report, that NKSFB had conducted on
23 any Class Member or Aggrieved Employee.

24 6. “Plaintiff” refers to plaintiff Soheil Davood.

25 7. “Released Parties” means NKSFB, Checkr, Inc., and Sourced Intelligence, and each of
26 its and their divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other
27 related entities, past and present, and each of them, including, but not limited to, its and their
28 directors, officers, shareholders, owners, partners, members, representatives, executors, trustees,

1 fiduciaries, predecessors, administrators, beneficiaries, assignees, successors, business managers,
2 agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their
3 marital community.

4 8. Effective on the date when NKSFB fully funds the GSF, Plaintiff, Participating Class
5 Members, Aggrieved Employees, the LWDA and Class Counsel will release claims against all
6 Released Parties as follows:.

- 7 a. Release by Participating Class Members: All Participating Class Members are
8 deemed to forever completely release and discharge and covenant not to sue, on
9 behalf of themselves and their respective former and present representatives,
10 agents, attorneys, spouses, domestic partners, children, estates, heirs, trusts,
11 administrators, successors, and assigns, the Released Parties from the Released
12 Class Claims. The “Released Class Claims” means any and all claims that were
13 alleged, or reasonably could have been alleged, during the Class Period based on
14 the facts stated in the Amended Complaint. The Class Claims include, without
15 limitation, any and all claims under the Fair Credit Reporting Act, the California
16 Investigative Consumer Reporting Agencies Act, and the Consumer Credit
17 Reporting Agencies Act arising from the pleaded claims in the Class Action
18 Complaint and the Amended Complaint.
- 19 b. Release Aggrieved Employees and the LWDA: All Aggrieved Employees (whether
20 a Participating Class Member or a Non-Participating Class Member), including
21 Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent
22 permitted by law, and on behalf of the State of California and all Aggrieved
23 Employees, are deemed to forever completely release and discharge and covenant
24 not to sue, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, spouses, domestic partners, children, estates,
26 heirs, trusts, administrators, successors, and assigns, the Released Parties from the
27 Released PAGA Claims. The “Released PAGA Claims” means any and all claims
28 for civil penalties under PAGA arising at any time during the PAGA Period from

1 the pleaded claims in the PAGA Notice and the Amended Complaint, or that could
2 have been asserted based on factual allegations contained in the PAGA Notice and
3 the Amended Complaint, that Plaintiff, on behalf of himself, the LWDA and the
4 Aggrieved Employees, alleged or could have alleged against any Released Party.
5 The Released PAGA Claims include, without limitation, all claims for civil
6 penalties arising under California Labor Code Sections 432.7, 432.8 2698, *et seq.*,
7 and 2699, and California Government Code Section 12952.

8 9. Not more than 30 days after the Effective Date, NKSFB will deposit Gross Settlement
9 Amount of \$120,229.89, and employer-side taxes, into an account established by the Settlement
10 Administrator.

11 10. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the
12 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
13 been completed in conformity with the Preliminary Approval Order, including individual notice to
14 all Class Members who could be identified through reasonable effort, and was the best notice
15 practicable under the circumstances. This Class Notice provided due and adequate notice of the
16 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
17 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
18 satisfied the requirement of due process.

19 11. Zero (0) individuals opted out of the Settlement, zero (0) Class Members objected to the
20 Settlement, and there were zero (0) workweek disputes.

21 12. The Court further finds that the Settlement is fair, reasonable and adequate, and that
22 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
23 settlement under California law, including the provisions of Code of Civil Procedure section 382
24 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
25 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

26 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
27 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
28 effectuate the settlement according to its terms. The Court finds that the settlement has been reached

1 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
2 that the Parties have conducted extensive and costly investigation and research, and counsel for the
3 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
4 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
5 be presented by the further prosecution of this Action. The Court has noted the significant benefits
6 to the Class Members under the Settlement. The Court also finds that the class is properly certified
7 as a class for settlement purposes only.

8 14. Nothing contained in the Settlement Agreement shall be construed or deemed in
9 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the
10 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
11 litigation, and the attendant inconvenience and expense.

12 15. The Court approves Plaintiff as class representative.

13 16. The Court approves Bibiyan Law Group, P.C. as Class Counsel.

14 17. The Court approves Phoenix Class Action Administrators, Inc. ("Phoenix"), as the
15 Settlement Administrator.

16 18. The Court hereby awards Class Counsel attorneys' fees in the total amount of
17 \$40,076.63 which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
18 In addition, the Court awards Class Counsel reimbursement of their costs of \$9,813.84 to be
19 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
20 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
21 Agreement.

22 19. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
23 consideration his time, effort and risk incurred on behalf of the Settlement Class, and for providing
24 a general release and releasing unknown claims pursuant to Civil Code section 1542. The
25 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
26 Settlement Amount as set forth in the Settlement Agreement.

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1 20. The Court hereby approves the Settlement Administrator’s cost in the amount of up to
2 \$9,500.00. The Settlement Administrator shall be paid the cost of administration of the settlement
3 from the Gross Settlement Amount.

4 21. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which
5 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the ~~PAGA~~ ^{Aggrieved}
6 ~~Members~~ ^{Employees}, defined all applicants and employees, former and current, who applied for a position at
7 NKSFB in California and had a Background Check performed during the period between March 21,
8 2021, through August 22, 2023 (“PAGA Period”).

9 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
10 costs in connection with this matter.

11 23. Any checks from this distribution that are not cashed by Participating Class Members
12 within one-hundred-eighty (180) calendar days from the date of their issuance shall be canceled and
13 funds associated with such checks shall be sent by the Settlement Administrator to the California
14 State Controller’s Office, Unclaimed Property Division, leaving no “unpaid residue,” subject to the
15 requirements of California Code of Civil Procedure Section 384, subd. (b).

16 24. The Court finds that the class settlement on the terms set forth in the Settlement
17 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
18 the released claims against Defendant.

19 25. A Status Conference Re: Final Administration of the Class Action Settlement is hereby
20 scheduled for September 23, 2024, 8:30 a.m., in Department 76 of the above entitled
21 Court. At least five (5) calendar days prior to said hearing, the Parties shall file a declaration
22 confirming that the claims have been paid and that administration of all the terms and conditions of
23 the class action settlement have been completed. Should the Court find that said declaration has
24 sufficiently evidenced full and complete administration of the class action settlement, said non-
25 appearance case review will be satisfied.

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1 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
3 and all orders and judgments entered in connection therewith.

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5 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Christopher K. Lui", is written over a horizontal line.

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7 Dated: 01/30/2024

Christopher K. Lui / Judge
Judge of the Superior Court

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