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8
9 Attorneys for Plaintiff,
10 DANIEL GARZA

11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 DANIEL GARZA, an individual on behalf of
15 himself, all others similarly situated,

16 Plaintiff,

17 v.

18 BRINDERSON CONSTRUCTORS, INC,
19 INC., a California Corporation;
20 BRINDERSON L.P., a California Corporation;
21 CHEVRON U.S.A. INC, a Pennsylvania and
22 DOES 1 to 50, inclusive,

23 Defendants.

Case No. 15-cv-05742-EJD

**DECLARATION OF SHAUN SETAREH
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information

Date: March 22, 2018
Time: 9:00am.
Courtroom: 4
Judge: Hon. Edward Davila

DECLARATION OF SHAUN SETAREH

1 I, SHAUN SETAREH, declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California, and an
3 attorney of record for Plaintiff Daniel Garza (“Plaintiff”) in his action against Brinderson
4 Constructors, Inc. (“Brinderson” or “Defendant”). Except for those matters stated on
5 information and belief, which I am informed and believe to be true and correct, I have personal
6 knowledge of all matters set forth herein. If called as a witness, I could and would competently
7 testify thereto under oath.

Plaintiff’s Investigation and Discovery

8 2. On December 2, 2015, Plaintiff filed a putative class action lawsuit entitled
9 *Daniel Garza v. Brinderson Constructors Inc.*, Case No. 15cv000572, in Monterey County
10 Superior Court. Defendant removed the case to this court on May 26, 2016. ECF No. 1.
11 Plaintiff’s operative complaint alleges claims for violation of the Fair Credit Reporting Act
12 (“FCRA”), 15 U.S.C. §§ 1681 et seq. and related California law claims. Plaintiff alleges that
13 Brinderson used disclosure forms in connection with applications for employment that violated
14 the FCRA by including extraneous information.

15 3. Data provided in connection with mediation indicates there are approximately
16 12,818 putative class members, i.e. individuals who Defendant performed a background check
17 on from December 2, 2010 through the date of preliminary approval.

18 4. The case has been prosecuted diligently for over two years. Plaintiff’s counsel’s
19 investigation included meeting with Plaintiff, conducting legal research and analysis of the
20 applicable law as applied to the facts discovered regarding Plaintiff’s claims and the defenses
21 thereto and analyzing Defendant’s potential liability exposure.

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

6. Plaintiff’s counsel also reviewed Brinderson’s background check policies, record
retention policies, and the actual background check disclosure and authorization forms of those
who applied for employment at Brinderson during the class period.

1 7. Plaintiff's counsel thoroughly analyzed the evolving, and often conflicting case
2 law governing FCRA class actions as well as other types of actions including the related Fair
3 and Accurate Credit Transaction Act where "willfulness" and "proof of actual injury are often
4 disputed. All of this review and investigation allowed Plaintiff's counsel to structure a
5 settlement that provides benefits directly to the persons who were required to use the allegedly
unlawful forms.

6 8. Plaintiff propounded Interrogatories, Requests for Production of Documents, and
7 deposed Defendant's Rule 30(b)(6) witness, Dina Solis. Plaintiff also moved to compel further
8 discovery responses.

9 9. The parties previously mediated this matter and three unrelated wage and hour
10 on June 29, 2016 with respected mediator David Rotman, Esquire. The matter did not settle at
that time.

11 10. On December 5, 2017 the parties mediated this matter with respected mediator
12 Mark Rudy, Esquire. That mediation resulted in the instant settlement.

13 11. Based on the information obtained through informal discovery, as well as the
14 stage of the proceedings, Plaintiff and his counsel had sufficient information to intelligently
15 evaluate Defendant's potential exposure to the Class in view of the risks of continued litigation.

16 **The Parties Settled After Arm's Length Discussions**

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

23 14. A true and correct copy of the Parties' Settlement Agreement ("Settlement") is
attached hereto as **Exhibit A**.

24 15. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of
25 the Notice of Class Action Settlement. Attached as Exhibit B to the Settlement Agreement is a
26 true and correct copy of the Postcard Notice. Attached as Exhibit C to the Settlement
27 Agreement is the Request for Exclusion Form.

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

16. My firm and I, as a partner at Setareh Law Group, are well-experienced class

1 action attorneys. I, along with my senior attorney, Thomas Segal, have considerable experience
2 in class action. I, along with my associates, do not have a conflict of interest with the class.
3 Therefore, we are qualified to serve as class counsel for the settlement class.

4 17. I have been involved as lead or co-lead class counsel in numerous wage and
5 hour, consumer, and antitrust class action cases. The following is a sampling of class actions in
6 which I have been appointed as class counsel:

- 7 a. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-CV-1590
8 (granted final approval in a case involving claims for failure to provide meal periods to part
9 time employees engaged in sort operations and failure to pay final wages in a timely manner
10 to terminated employees).
- 11 b. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central District of
12 California Case No. 09-CV-8061 (granted final approval in a case involving, among other
13 things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to pay
14 overtime wages based on employee misclassification).
- 15 c. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of California,
16 Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account managers
17 in case involving, among other things, alleged overtime miscalculations and meal and rest
18 period violations).
- 19 d. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of California, Case
20 No. 08-CV-4707 (granted final approval in a case involving claims for failure to provide
21 meal periods to employees who worked as drivers delivering goods to 7-11 stores throughout
22 California and failure to pay final wages in a timely manner to terminated employees).
- 23 e. *Spokes v. Lush Cosmetics, LLC*, Los Angeles Superior Court, Case No. BC391397 (granted
24 final approval in a case alleged failures to provide meal and rest periods and failure to timely
25 pay all final wages to California sales associates and key holders).
- 26 f. *Green v. Staples Contract and Commercial, Inc.*, Los Angeles Superior Court, Case No.
27 BC389789 (granted final approval in a case involving claims for unprovided meal and rest
28 periods, inaccurate wage statements, waiting time penalties, and unfair business practices on
behalf of truck drivers delivering Staples office supplies in California).

- 1 g. *Green v. Universal Music Group*, Los Angeles Superior Court, Case No. BC374253 (granted
2 final approval in a case involving misclassification claims of current or former IT Support
3 employees, including engineers, server analysts, desktop support, and technical leads).
- 4 h. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California, Case No. 11-
5 CV-00526 (granted final approval in a case brought on behalf of customer service
6 representatives and balers for alleged off-the-clock work and meal and rest period
7 violations).
- 8 i. *Alvarez v. Gary Grace Enterprises, LP*, Marin Superior Court, Case No. CIV 1002553
9 (granted final approval in a case on behalf of hair salon employees for overtime
10 miscalculation and related claims).
- 11 j. *Calderon v. GreatCall, Inc.*, San Diego Superior Court, Case No. 37-2010- 00093743-CU-
12 OE-CTL (granted final approval in a case on behalf of customer service employees for,
13 among other things, alleged meal and rest period violations and overtime calculation errors).
- 14 k. *Douglas v. California Credit Union*, Los Angeles Superior Court, Case No. BC445050
15 (granted final approval in a case on behalf of customer service representatives alleging
16 overtime miscalculation claims).
- 17 l. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California, Case No. 10-
18 CV-1489-JVS (granted final approval in an action on behalf of truck drivers for meal and rest
19 period violations, off-the-clock pre- and post-shift work, and unauthorized wage deductions).
- 20 m. *Butler v. Lexxiom, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1001579 (granted
21 final approval in an action on behalf of debt resolution center employees alleging, among
22 other things, meal and rest period violations and overtime calculation errors).
- 23 n. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485
24 (granted class certification through contested motion in case on behalf of former security
25 workers based on late final wage payments in violation of Labor Code §§ 201–203;
26 subsequently granted preliminary approval of proposed class action settlement).
- 27 o. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249
28 (granted class certification through contested motion in case on behalf of former pharmacy
employees based on late final wage payments in violation of Labor Code §§ 201–203;
subsequently granted final approval of class action settlement).

EXHIBIT A

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14 Attorneys for Plaintiff
DANIEL GARZA

15
16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**

18 DANIEL GARZA, on behalf of himself, all) Case No. 15-CV-05742 EJD
19 others similarly situated,)
20 Plaintiff,) **JOINT STIPULATION OF SETTLEMENT**
AND RELEASE BETWEEN PLAINTIFF
AND DEFENDANTS
21 vs.)
22 BRINDERSON CONSTRUCTORS, INC., A)
CALIFORNIA CORPORATION;)
23 BRINDERSON L.P., A CALIFORNIA)
CORPORATION; BRINDERSON L.P., INC., A)
24 CALIFORNIA CORPORATION; CHEVRON)
U.S.A., INC., A PENNSYLVANIA)
25 CORPORATION; AND DOES 1 TO 50,)
INCLUSIVE,)
26 Defendants.)
27)

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or
2 “Settlement”) is made and entered into by and between Plaintiff DANIEL GARZA, on behalf of
3 himself, all others similarly situated (“Plaintiff”) and Defendants BRINDERSON L.P. and
4 BRINDERSON CONSTRUCTORS, INC. (collectively, “Brinderson” or “Defendants”). Plaintiff and
5 Defendants are collectively referred to herein as “the Parties.”

6 THE PARTIES STIPULATE AND AGREE as follows:
7

8 **I. DEFINITIONS**

9 The following are certain definitions applicable to this Agreement. Definitions contained
10 elsewhere in the body of this Agreement shall also be effective.

11 A. “Approved Mailing Method” – means (a) certified mail, return receipt requested; (b)
12 Federal Express; (c) U.S. Postal Service Express Mail; (d) United Parcel Service; or (e) U.S. Postal
13 Service First Class Mail, which are the exclusive methods of mailing that the Class Members may
14 utilize when mailing an Objection to the Settlement or Request for Exclusion Form to the Claims
15 Administrator.

16 B. “Brinderson” – means Defendants BRINDERSON, L.P. and BRINDERSON
17 CONSTRUCTORS, INC.

18 C. “Class” – means the class described in section III.C of this Agreement.

19 D. “Class Member” – means a member of the Class described in section III.C of this
20 Agreement.

21 E. “Class Representative” – means DANIEL GARZA individually and in his capacity as
22 the Party seeking to act as class representative.

23 F. “Class Representative Enhancement” – means the sums to be paid to the named
24 Plaintiff and the Proposed Class Representatives as enhancement for their role as potential and actual
25 Class Representatives, and for the risks and work attendant to that role, and shall be paid from the
26 Gross Settlement Amount.
27
28

1 G. “Court” – means United States District Court for the Northern District of California,
2 the Honorable Edward Davila presiding, or any other court or judge taking jurisdiction of the
3 Litigation.

4 H. “Defendants” – means Defendants BRINDERSON L.P. and BRINDERSON
5 CONSTRUCTORS, INC.

6 I. “Effective Date” – means the date by which all of the following have occurred: (i) this
7 Settlement is finally approved by the Court; and (ii) the Court’s Judgment Order Regarding Final
8 Approval of Class Settlement and Dismissal with Prejudice (“Judgment”) becomes Final.

9 J. “Final” – means the latest of: (i) if there are any objections filed to the Settlement and
10 if there is an appeal of the trial court’s Judgment in the Litigation, the date of final affirmance on an
11 appeal, the date of dismissal of such appeal, the expiration of the time for a petition for review to the
12 United States Supreme Court, the date of denial of such petition or the date of affirmance of the Trial
13 Court’s Judgment pursuant to such petition; or (ii) if no appeal is filed, the expiration date of the time
14 for filing or noticing any appeal from the Judgment. In the event that no objection is filed, the final
15 date shall be the date the Order approving the Settlement after the Final Approval Hearing is served on
16 the Parties.

17 K. “Final Approval Hearing” – means the hearing to be conducted by the Court to
18 determine whether to finally approve and implement the terms of this Agreement, including a ruling
19 on Plaintiff’s Attorneys’ Fees and the Class Representative Enhancement.

20 L. “Gross Settlement Amount” – means \$1,500,000, which is the maximum amount
21 Defendants are required to pay under the Settlement Agreement.

22 M. “Judgment” – means the Judgment and Order Regarding Final Approval of Class
23 Action Settlement and Dismissal with Prejudice issued by the Court.

24 N. “Last Known Address” – means the most recently recorded residential mailing address
25 for a Class Member as such information is contained in Defendants’ databases.

26 O. “Last Known Telephone Numbers” – means the most recently recorded residential
27 telephone number and most recently recorded mobile telephone number for a Class Member as such
28 information is contained in Defendants’ databases.

1 P. "Litigation" – means the lawsuit entitled Daniel Garza v. Brinderson L.P. et al.,
2 Northern District of California Case No. 15-CV-05742 EJD.

3 Q. "Net Settlement Fund" – means the amount of Gross Settlement Amount less the
4 amount of Plaintiff's Attorneys' Fees and Costs, the Class Representative Enhancement, and the
5 amount of the Settlement Administration Expenses.

6 R. "Objection/Exclusion Deadline Date" – means the date set by the Court to object or
7 request to be excluded from the settlement.

8 S. "Opt-Out Plaintiffs" – means those persons who submit a valid and timely Request for
9 Exclusion Form, attached hereto as Exhibit "C," pursuant to the Notice of Class Action Settlement.

10 T. "Original Notice" – means the Notice of Class Action Settlement attached as
11 Exhibit "A."

12 U. "Participating Class Members" – means a member of the Settlement Class who has not
13 submitted a valid and timely Request for Exclusion.

14 V. "Parties" – means Plaintiff and Defendants.

15 W. "Plaintiff" – means DANIEL GARZA individually and in his capacity as the Party
16 seeking to act as class representative.

17 X. "Plaintiff's Attorneys" or "Class Counsel" – means SETAREH LAW GROUP and the
18 attorneys at that law firm.

19 Y. "Proposed Class Representatives" – means Jeremy Enoex and Anthony Herrera.

20 Z. "Plaintiff's Released Claims" – means the claims released by Plaintiff pursuant to
21 Section III.F of this Agreement.

22 AA. "Plaintiff's Attorneys' Fees and Costs" – means the amount that may be awarded to the
23 attorneys for Plaintiff by the Court (or other court taking jurisdiction of this matter) for prosecuting
24 and settling the Litigation, including all attorneys' fees, costs and expenses.

25 BB. "Plaintiff's Attorneys' Released Claim" – means Plaintiff's Attorneys' request for
26 attorneys' fees, which claims shall be released following payment of the Plaintiff's Attorneys' Fees
27 pursuant to the terms of this Agreement.

28

1 CC. “Settlement” – means the settlement of this Litigation and the claims resolved by this
2 Agreement.

3 DD. “Settlement Administration Expenses” – means those expenses incurred by the Claims
4 Administrator in effectuating the Settlement and all of the administrative costs. These expenses
5 expressly include the cost of the notice to federal and state regulators pursuant to 28 U.S.C. § 1715.

6 EE. “Settlement Class” – means those persons who are members of the Class who have not
7 properly and timely opted out of the Litigation.

8 FF. “Settlement Class Member” – means any person who is included in the Settlement
9 Class.

10 GG. “Settlement Class Members’ Released Claims” – means those claims set forth in
11 Section III.F that are released pursuant to the terms of the Agreement.

12 HH. “Settlement Payments” – means the amounts to be paid to individual Settlement Class
13 Members.

14 II. “Settlement Period” – means December 2, 2010 through date of preliminary approval
15 of this Settlement.

16 **II. THE LITIGATION**

17 A. On December 2, 2015, Plaintiff filed a Complaint against Defendants in the Monterey
18 Superior Court (the “Court”), 15CV000572 (the “Litigation”). Plaintiff also named Chevron U.S.A.
19 as a Defendant in the Litigation.

20 B. In the Complaint, Plaintiff asserted (1) two claims under the Fair Credit Reporting Act
21 (“FCRA”); (2) a claim under the California Investigative Consumer Reporting Agencies Act
22 (“ICRAA”); and (3) a claim under the California Consumer Credit Report Agencies Act (“CCRAA”).

23 C. On December 15, 2015, Defendants removed the case to the Northern District of
24 California, Case No. 15-CV-05742.

25 D. On January 14, 2016, Defendants filed their Answer denying liability and asserting
26 affirmative defenses with respect to Plaintiff’s claims.

27 E. On November 27, 2017, Plaintiff and Chevron U.S.A. filed a stipulation dismissing
28 Chevron U.S.A. as a Defendant in the Litigation.

1 F. Plaintiff's attorneys have conducted a thorough investigation into the facts of this case
2 and have diligently pursued an investigation of the allegations of Plaintiff and the putative class
3 members against Defendants. Based on their own investigation and evaluation, Plaintiff's attorneys
4 have determined that the Settlement with Defendants for the consideration and on the terms set forth
5 herein are fair, reasonable and adequate, and is in the best interest of the Class Members in light of all
6 known facts and circumstances, including the defenses asserted by Defendants, risk of significant
7 delay, and numerous potential appellate issues.

8 G. Prior to litigating the class certification issue, the Parties agreed to enter into private
9 mediation before a highly-respected and neutral mediator with substantial class-action expertise, Mark
10 Rudy, in an attempt to resolve Plaintiff's claims. The Parties participated in an all-day mediation
11 before Mr. Rudy on December 5, 2017. Mr. Rudy worked with the Parties throughout the day and
12 helped the Parties eventually reach a settlement.

13 H. To avoid the hazards and expense presented by the Litigation, the Parties are entering
14 into the Settlement described in this Stipulation of Settlement.

15
16 **III. SETTLEMENT TERMS**

17 The Parties enter into this Stipulation of Settlement and agree as follows:

18 **A. GROSS SETTLEMENT AMOUNT**

19 Subject to final Court approval, and in consideration for the Releases described in this
20 Agreement, Defendants shall pay a Gross Settlement Amount of \$1,500,000 to resolve the Litigation.
21 Payment of the Gross Settlement Amount shall be the financial obligation of Defendants under this
22 Agreement. The Gross Settlement Amount shall be used to satisfy (a) payments to all Settlement
23 Class Members; (b) Plaintiff's Attorneys' Fees and Costs; (c) the Class Representative Enhancement;
24 and (d) the amount of the Settlement Administration Expenses.

25 **B. NO CONTRIBUTION BY BRINDERSON CLIENTS**

26 No third party at whose facility or on whose property the Settlement Class Members worked or
27 intended to work on behalf of Defendants (including but not limited to Chevron,
28

1 ConocoPhillips/Phillips 66, BP, Exxon, and Tesoro) have contributed any portion of the Gross
2 Settlement Amount.

3 **C. CLASS DEFINITION**

4 The Class shall consist of all persons for whom Brinderson Constructors, Inc. or Brinderson
5 L.P. obtained a consumer report during the time period of December 2, 2010 through the date of
6 preliminary approval is granted. The Class is a nationwide class and is not limited to California.

7 **D. PRELIMINARY APPROVAL**

8 Plaintiff shall promptly apply to the Court for approval of the Settlement described in this
9 Agreement and for conditional certification of the Settlement Class for purposes of effectuating this
10 Settlement only. Defendants shall not oppose an application by Plaintiff or Plaintiff's Attorneys for
11 attorneys' fees up to one-third of the Gross Settlement Amount plus costs not to exceed \$25,000 and
12 shall likewise not oppose a Class Representative Enhancement up to \$5,000 each for Plaintiff and
13 Proposed Class Representatives Jeremy Enoex and Anthony Herrera, all of which is to be paid from
14 the Gross Settlement Amount in connection with the Settlement described in this Agreement. Should
15 the Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects
16 of the Settlement, refuse to certify the Settlement Class for purposes of this Settlement substantially as
17 defined in this Agreement (although insubstantial differences of wording of the ultimate definition of
18 the Settlement Class shall have no effect on this Agreement), fail to grant Final Approval of the
19 Settlement or for any reason fail to enter Judgment in the Litigation, Defendants shall have no
20 obligation to make any payments referenced in this Agreement, the Parties shall be returned to their
21 respective statuses as of the date and time immediately prior to execution of this Agreement, and the
22 Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal
23 is filed from the Court's Judgment that challenges the terms of the Settlement, administration of the
24 Settlement shall be stayed pending final resolution of the appeal or other appellate review. In the
25 event an appeal is filed that is limited to a challenge regarding the amount of the Plaintiff's Attorneys'
26 Fees and the Court or applicable appellate court certifies that this is the sole issue raised by the appeal,
27 the administration of the Settlement shall proceed in all respects with the exception of the payment of
28 Attorneys' Fees at issue. In the event there is an appeal limited to the Plaintiff's Attorneys' Fees

1 and/or Costs, the amount awarded to Plaintiff's Counsel in Fees and/or Costs that is the subject of the
2 appeal shall remain in an interest-bearing account at a federally insured banking institution. All
3 interest earned on the amount shall inure to the benefit of Class Counsel. If the appeal is successful,
4 any interest earned on the amount of Fees and/or Costs not awarded to Class Counsel shall be
5 distributed to the Settlement Class on a pro-rata basis. The administrative cost of this second
6 distribution if one occurs will be paid for out of the additional amount distributed to the Settlement
7 Class. The parties may ask the Court to award this additional amount to a *cy pres* recipient if a second
8 distribution is not economically sensible.

9 **E. TAX ISSUES**

10 (1) Plaintiff and Defendants agree that with respect to payment of the Class
11 Representative Enhancement and payment of Plaintiff's Attorneys' Fees, such amounts are not
12 characterized as compensation for services rendered and are not subject to income and employment
13 tax withholdings, but will be reported on IRS form 1099, or similar form, to the appropriate taxing
14 authorities.

15 (2) Any tax obligation arising from the Settlement Payments, Class Representative
16 Enhancement and/or Plaintiff's Attorneys' Fees payments made under the terms of this Agreement,
17 will be the sole responsibility of each person receiving such Settlement Payment(s), Class
18 Representative Enhancement, and/or Plaintiff's Attorneys' Fees, respectively.

19 **F. RELEASES**

20 (1) For and in consideration of the mutual promises contained herein Plaintiff and
21 the Settlement Class Members fully and finally release, Brinderson L.P. and Brinderson Constructors,
22 Inc., their parents, subsidiaries, affiliates, related business entities, insurance carriers, and all of their
23 employees, officers, agents, attorneys, stockholders, predecessors, successors and assigns, any
24 individual or entity that could be jointly liable with Defendants, and any client of Brinderson at whose
25 facility the Settlement Class Members worked or intended to work on behalf of Brinderson (including
26 but not limited to Chevron U.S.A. Inc., ConocoPhillips Company, Phillips 66 Company, BP America
27 Inc., BP Corporation North America Inc., ExxonMobil Oil Corporation, Tesoro Refining & Marketing
28 Company, LLC, Tesoro Companies, Inc., Tesoro Logistics, GP, LLC, and all of their parents,

1 subsidiaries, affiliates, related business entities, insurance carriers, and all of their employees, officers,
2 agents, attorneys, stockholders, partners, predecessors, successors and assigns) (the “Released
3 Parties”), from any and all claims, known and unknown, that were or could have been asserted from
4 December 2, 2010 through the date of Preliminary Approval, including but not limited to: all claims
5 under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* (“FCRA”); all claims under the
6 California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal Civ. Code § 1785.1 *et seq.*; all
7 claims under the California Investigative Consumer Reporting Agencies Act (“ICRAA”), Cal. Civ.
8 Code § 1780 *et seq.*; all claims arising under the law of any other state that are similar to the FCRA,
9 the CCRAA, or ICRAA or that relate to obtaining background checks or consumer reports for
10 employment purposes; and all claims or causes of action that are pled in or reasonably related to
11 claims and potential claims in the Litigation, including but not limited to any and all claims related to
12 or arising out of any background check requested or procured by Brinderson or the disclosures or
13 other documentation provided (or not provided) to any Settlement Class Member in connection with
14 any such background check. The Release will cover the time period up to and including the date the
15 settlement receives preliminary approval by the Court. This Release does not apply to claims that
16 Settlement Class Members may have against any entity other than Brinderson in connection with
17 employment or potential employment solely by the non-Brinderson entity.

18 (2) It is expressly understood that even if the Settlement Class Members discover
19 facts in addition to or different from those that they now know or believe to be true with respect to the
20 Settlement Class Members’ Released Claims, each Settlement Class Member, upon the Effective
21 Date, shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever
22 settled and released any and all of Settlement Class Members’ Released Claims. This is true whether
23 Settlement Class Members’ Released Claims are known or unknown, suspected or unsuspected,
24 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have
25 existed upon any theory of law or equity now existing or coming into existence in the future,
26 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach
27 of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or
28 additional facts.

1 (3) With respect to Settlement Class Members' Released Claims (as defined
2 above), the Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of
3 the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
4 provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is
5 applicable, or any other similar provision under federal, state or local law to the extent any such
6 provision is applicable, which provides:

7 A general release does not extend to claims which the creditor does not
8 know or suspect to exist in his favor at the time of executing the release,
9 which if known by him must have materially affected his settlement with
10 the debtor.

11 (4) Plaintiff's Attorneys fully and finally release, following payment of the
12 Plaintiff's Attorneys' Fees pursuant to the terms of this Agreement, the Released Parties from any
13 claims they have related to issuance of such payment. (The claims being released in this
14 subsection are referred to in this Agreement as "Plaintiff's Attorneys' Released Claims.")

15 **G. OPT-OUT PLAINTIFFS**

16 Individuals who fall within the definition of the Class may choose to opt out of the Class. Opt-
17 Out Plaintiffs will receive no part of the Gross Settlement Amount. If more than five percent (5%) of
18 Class Members, on or before the last date within which such persons can, under such procedure, act to
19 become Opt-Out Plaintiffs, then Defendants shall have the option to declare this Agreement null and
20 void if, by the date of the Final Approval Hearing, Defendants serve written notice of its exercise of
21 this option on Plaintiff's Attorneys. Every Class Member who does not timely opt out shall be
22 deemed a Settlement Class Member. If Defendants exercise this option, then they shall be responsible
23 for Settlement Administration Expenses.

24 **H. DENIAL OF LIABILITY**

25 Defendants deny that they have engaged in any unlawful activity, have failed to comply with
26 the law in any respect, or have any liability to anyone under the claims asserted in the Litigation. The
27 Parties expressly acknowledge that this Settlement is entered into solely for the purpose of
28 compromising highly disputed claims and that nothing herein is an admission of liability or

1 wrongdoing by Defendants. Neither this Agreement nor any document prepared in connection with
2 the Settlement may be used or admitted in any proceeding by Plaintiff, or any person within the Class,
3 or any third party, as an admission by Defendants. However, this Section and all other provisions of
4 this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in
5 evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement,
6 or in defense of any claims released or barred by this Agreement.

7 **I. SETTLEMENT**

8 (1) Plaintiff and Defendants agree that, subject to the Court's approval, a third party
9 administrator agreed to by the parties will act as claims administrator (the "Claims Administrator") in
10 charge of determining the amount of settlement proceeds payable to each member of the Settlement
11 Class. Plaintiff and Defendants further agree that the Claims Administrator's awards shall be final and
12 binding, and that this Agreement is designed to provide a fair settlement to the persons within the
13 definition of the Class.

14 (2) It is expressly understood and agreed that the receipt of such Settlement
15 Payments will not entitle any Class Member to additional compensation or benefits under any
16 company bonus, contest or incentive other compensation or benefit plan or agreement in place during
17 the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased
18 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of
19 this Settlement that the Settlement Payments provided for in this Agreement are the sole payments to
20 be made by Defendants to the Settlement Class Members and that the Settlement Class Members are
21 not entitled to any new or additional compensation or benefits as a result of having received the
22 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
23 compensation plan document that might have been in effect during the period covered by this
24 Agreement).

25 (3) The back of each check issued to each Settlement Class Member will state, "My
26 signature constitutes a full and complete release by me of Brinderson L.P. and Brinderson
27 Constructors, Inc., their parents, subsidiaries, affiliates, related business entities, insurance carriers and
28 all of their employees, officers, agents, attorneys, stockholders, predecessors, successors and assigns,

1 any individual or entity that could be jointly liable with Defendants, any insurer, and any client of
2 Brinderson at whose facility the Settlement Class Members worked or intended to work on behalf of
3 Brinderson (including but not limited to Chevron, ConocoPhillips/Phillips 66, BP, Exxon, and Tesoro)
4 (the “Released Parties”), from any and all claims, known and unknown, that were or could have been
5 asserted from December 2, 2010 through the date of Preliminary Approval, including but not limited
6 to: all claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* (“FCRA”); all claims
7 under the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal Civ. Code § 1785.1
8 *et seq.*; all claims under the California Investigative Consumer Reporting Agencies Act (“ICRAA”),
9 Cal. Civ. Code § 1780 *et seq.*; all claims arising under the law of any other state that are similar to the
10 FCRA, the CCRAA, or ICRAA, or that relate to obtaining background checks or consumer reports for
11 employment purposes; and all claims or causes of action that are pled in or reasonably related to
12 claims and potential claims in the Litigation, including but not limited to any and all claims related to
13 or arising out of any background check requested or procured by Brinderson or the disclosures.”

14 **J. SETTLEMENT ADMINISTRATION**

15 (1) The Claims Administrator will be responsible for the Settlement Administration
16 process as set forth below. The Claims Administrator shall receive and update contact information for
17 Class Members; proof, edit, and distribute the Original Notice; receive and review the Claims Forms
18 submitted by Class Members; re-mail Notice Packets to any Class Members with Notice Packets
19 returned with a forwarding addresses; research, update, and re-mail Notice Packets to Class Members
20 with Notice Packets that that have been returned marked undeliverable; determine eligibility for
21 payment as a Settlement Class Member and the amount of any such payments; keep track of Opt-Out
22 Plaintiffs and provide information regarding the Opt-Out Plaintiffs to Plaintiff’s Attorneys,
23 Defendants’ attorneys, and the Court; draft and mail the Settlement Payment checks to Settlement
24 Class Members; and perform such other tasks as the Parties mutually agree or the Court orders the
25 Parties to perform. The Claims Administrator shall also be responsible for mailing required notices to
26 state and federal regulators pursuant to 28 U.S.C. § 1715 and any fees associated with this mailing
27 shall be considered Settlement Administration Expenses.

1 (2) Settlement Administration Expenses shall be drawn from the Gross Settlement
2 Amount. The Settlement Administration Expenses are capped at \$50,000. The parties are not
3 responsible for any Settlement Administration Expenses beyond this cap.

4 (3) No person shall have any claim against Defendants or their counsel, Plaintiff,
5 the Class or Plaintiff’s Attorneys based on mailings, distributions and payments made in accordance
6 with this Settlement.

7 **K. NOTICE/APPROVAL OF SETTLEMENT, SETTLEMENT**
8 **IMPLEMENTATION**

9 The Parties agree to the following procedures for obtaining preliminary Court approval of the
10 Settlement, certifying a conditional Settlement Class, notifying Class Members, obtaining final Court
11 approval of the Settlement and distributing the Gross Settlement Amount:

12 (1) On or before the date set by the Court, Plaintiff shall file this Agreement with
13 the Court and will request that the Court enter an Order (a) granting preliminary approval of the
14 Settlement, (b) conditionally certifying the Class for settlement purposes, and (c) establishing a
15 procedure for obtaining final approval of the Settlement including Plaintiff’s request for an award of
16 attorneys’ fees and costs and Class Representative Enhancement. On or before the date set by the
17 Court, Plaintiff shall file a Motion for Preliminary Approval and supporting papers. Plaintiff agrees to
18 send a draft of the Motion and supporting papers to Defendants five business days before the filing.
19 Plaintiff and Defendants shall jointly participate in a hearing before the Court on a date set by the
20 Court to obtain preliminary approval of the Settlement.

21 (2) Provided that the Court grants preliminary approval at or after the hearing
22 (Preliminary Approval Order), a Notice of Class Action Settlement in the form attached hereto as
23 Exhibit “A” (“Original Notice”) and a Request for Exclusion Form in the form attached hereto as
24 Exhibit “C” (“Request for Exclusion”) will be posted on the Claims Administrator’s website. A
25 Postcard Notice in the form attached as Exhibit “B” (“Postcard Notice”) will summarize the Original
26 Notice and direct Class Members to the Claims Administrator’s website for the Original Notice. The
27 Postcard Notice shall be provided to Class Members, and Class Members shall submit objections to
28 the Settlement and/or requests for exclusion from the Class, using the following procedures:

1 (a) Defendants shall prepare the name and Last Known Address, Last
2 Known Telephone Numbers, for each Class Member for the Claims Administrator. The Social
3 Security Numbers of the Class Members will be provided to the Claims Administrator who will only
4 use the Social Security Numbers for the purpose of processing and mailing the Notice and for the
5 Claims Administration process. By preliminarily approving this Settlement, the Court will be deemed
6 to have authorized Defendants to provide the Claims Administrator with the Social Security Number
7 of each Class Member. This list shall not be provided to Plaintiff's counsel.

8 (b) Within thirty (30) days of service of the Notice of Preliminary Approval
9 Order, the Claims Administrator shall mail the Postcard Notice attached hereto as Exhibit "B" to all
10 identified Class Members via First-Class U.S. Mail using the most current mailing address
11 information available for Class Members from records, as modified by any updated address
12 information obtained by the Settlement Administrator through a search of the National Change of
13 Address database or similar database or as provided by Class Counsel. If the Claims Administrator
14 determines that a Class Member has more than one address and it cannot reasonably determine which
15 address is the most current, the Claims Administrator shall mail the Notice to all such addresses.

16 (c) If the Notice is returned because of an incorrect address with a
17 forwarding address, the Claims Administrator shall update its records and promptly forward the
18 Packet to the addressee via First-Class U.S. Mail indicating on the resent Notice the date when it was
19 re-mailed.

20 (d) If a Notice is returned because of incorrect address without a forwarding
21 address, the Claims Administrator shall promptly notify Plaintiff's and Defendants' Attorneys. The
22 Claims Administrator shall search for thirty (30) days for a more current address, using a computer
23 and/or other search method using the Social Security Number of the individual involved. If new
24 address information is obtained, the Claims Administrator shall promptly forward the Notice Packet to
25 the addressee via First-Class U.S. Mail indicating on the resent Notice the date when it was re-mailed.

26 (e) In the event that the procedures in this section are followed, it will be
27 conclusively presumed that the intended recipient received the Notice if the Notice has not been
28

1 returned to the Claims Administrator as undeliverable within forty-five (45) days of the mailing or re-
2 mailing.

3 (f) The Original Notice shall provide that the Class Members who wish to
4 object to the Settlement must file with the Court and serve on counsel for Plaintiff either a written
5 statement objecting to the Settlement or a written notice of intention to appear at the Final Approval
6 Hearing and object. Such written statement or notice must be filed with the Court and served no later
7 than forty-five (45) days after the date Original Notice is mailed or re-mailed. (This deadline is
8 referred to herein as the "Objection/Exclusion Deadline Date.") The Original Notice also shall
9 provide that the Class Members who wish to exclude themselves from the Class must submit a written
10 request for exclusion by an Approved Mailing Method to the Claims Administrator on or before the
11 Objection/Exclusion Deadline Date. Class Members who fail to file and serve timely written
12 objections or a notice of intention to appear and object in the manner specified above shall be deemed
13 to have waived any objections and shall be foreclosed from making any objection (whether by appeal
14 or otherwise) to the Settlement. Class Members who fail to file and serve a valid and timely request
15 for exclusion on or before the Objection/Exclusion Deadline Date shall be bound by all terms of the
16 Settlement and any Judgment entered in this Litigation if the Settlement is approved by the Court,
17 regardless of whether they have objected to the Settlement. Throughout the claims process, the
18 Claims Administrator will provide the parties with a report of the persons who have objected to or
19 requested exclusion from the settlement on a weekly basis. Prior to the Final Approval Hearing, the
20 Claims Administrator shall provide the Plaintiff with a Declaration containing a complete and accurate
21 list of all Class Members who have timely requested exclusion from the Class, and an accounting of
22 the mailing process and all requests for exclusion. Possession of appropriate evidence that an
23 Approved Mailing Method was utilized in a timely manner shall be the exclusive means used to
24 determine whether a Class Member has timely returned a Request for Exclusion Form on or before the
25 Objection/Exclusion Deadline Date. Prior to the Final Approval Hearing, Plaintiff shall file a
26 memorandum of points and authorities in support of the Settlement and Final Approval and Request
27 for Award of Attorney Fees and Costs and Class Representative Enhancement Award. The Claims
28 Administrator Declaration shall be filed with the Court along with the Application for Final Approval

1 including all requests for exclusion from the Class and all written objections to the Settlement and/or
2 notices of intention to appear and object shall be filed with the Court prior to the Final Approval
3 Hearing.

4 (3) The Parties agree that neither they nor their counsel will solicit or otherwise encourage
5 directly or indirectly Class Members to request exclusion from the Class, object to the Settlement or
6 appeal from the Court's Judgment.

7 (4) A Final Approval Hearing to determine final approval of the Settlement, Class
8 Representative Enhancement, and request for Attorneys' Fees shall be conducted on a date to be
9 agreed upon by the Parties and the Court. Upon final approval of the Settlement at or after the Final
10 Approval Hearing, the Parties shall present the Judgment to the Court for its approval and entry. After
11 entry of the Judgment, the Court shall have continuing jurisdiction over the Litigation solely for
12 purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and
13 (iii) addressing any post-Judgment matters as may be appropriate under court rules or applicable law.

14 **L. EXTERNAL MEDIA**

15 Plaintiff and Plaintiff's Attorneys agree to keep the terms of this Settlement confidential
16 pending preliminary approval of the Settlement with the Court. At all times, Plaintiff and Plaintiff's
17 Attorneys shall not hold press conferences or otherwise contact the media, including, but not limited
18 to, television, radio, newspapers, or internet to provide information regarding the Settlement. If
19 contacted by the media, including, but not limited to, television, radio, newspapers, or internet,
20 Plaintiff and Plaintiff's Attorneys may only respond that there was a dispute regarding background
21 check claims, and the dispute was resolved on a mutually agreeable and reasonable basis. Plaintiff
22 and Plaintiff's Attorneys further agree that they shall not reference the settlement or this Litigation in
23 any marketing materials, on any websites, emails, and/or correspondence regarding this case against
24 Defendants or related companies (outside of emails and correspondence necessary to effectuate this
25 Settlement).

1 **M. SETTLEMENT NOT ADMISSIBLE**

2 Whether or not the Settlement becomes Final, neither the Settlement, nor any document,
3 statement, proceeding, or conduct related to the Agreement, nor any reports or accounting thereof,
4 shall be:

5 (1) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence
6 for any purpose adverse to the Released Parties, including, but not limited to, evidence of a
7 presumption, concession, indication, or admission by any of the Released Parties of any liability, fault,
8 wrongdoing, omission, concession, or damage; or

9 (2) disclosed, referred to, or offered in evidence against any of the Released Parties, in any
10 further proceeding in the Litigation, or any other civil, criminal, or administrative action or proceeding
11 except for purposes of effectuating the Settlement pursuant to this Agreement.

12 **N. CONDITIONAL CERTIFICATION**

13 Plaintiff, Class Members, Plaintiff's Attorneys, and Defendants and their counsel agree to the
14 certification of the Class identified above for the sole purpose of effectuating this Settlement. Should,
15 for whatever reason, the Settlement not become Final, the fact that Plaintiff and Defendants were
16 willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall
17 not be admissible in connection with, the issue of whether a class should be certified in a non-
18 settlement context in this Litigation. Defendants expressly reserve the right to oppose class
19 certification should the Settlement not become Final.

20 **O. PLAINTIFF'S ATTORNEYS' FEES AND COSTS**

21 The Parties agree that attorneys' fees will be paid out of the Gross Settlement Amount and will
22 be decided by the Court. Defendants agree not to oppose Plaintiff's Attorneys' fee request of up to
23 one-third of the Gross Settlement Amount and up to \$25,000 in costs and expenses. Any amounts of
24 attorney fees or costs not awarded by the Court to Class Counsel shall be paid to all participating Class
25 Members on a pro-rata basis.

26 **P. CLASS REPRESENTATIVE ENHANCEMENT**

27 The Parties agree that a Class Representative Enhancement for Plaintiff and the Proposed
28 Class Representatives will be paid out of the Gross Settlement Amount and will be decided by the

1 Court. Plaintiff agrees not to seek more than \$5,000 each for the Class Representative Enhancement,
2 which Defendants agree not to oppose.

3 The Parties acknowledge and agree that the Class Representative Enhancement payment is not
4 a wage payment representing compensation for services rendered or other unpaid income otherwise
5 owed to Plaintiff and the Proposed Class Representatives from Defendants but rather is characterized
6 as a non-wage payment attributable to the Plaintiff's and the Proposed Class Representatives' roles as
7 potential and actual Settlement Class representative, and for the risks and work attendant to that role.
8 As such, tax withholdings or other deductions will not be made from the payment of a Class
9 Representative Enhancement, but it shall be reported on an IRS Form 1099 or similar form to the
10 appropriate taxing authorities.

11 Any amount of the requested Class Representative Enhancement not awarded to Plaintiff and
12 the Proposed Class Representatives by the Court shall be paid to all participating Class Members on a
13 pro-rata basis.

14 **Q. SETTLEMENT PAYMENTS**

15 (1) Individual Settlement Payments shall be paid pursuant to the formula set forth
16 below. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement
17 Class Members' last known mailing address within fourteen (14) calendar days after the funding of
18 the Settlement is completed. Individual Settlement Payments reflect settlement of a dispute that does
19 not constitute wages and amounts paid will be reported on an IRS Form 1099. Except for the Class
20 Representatives, Settlement Class Members are not eligible to receive any compensation other than an
21 Individual Settlement Payment. Any checks issued to Settlement Class Members shall remain valid
22 and negotiable for one-hundred and eighty (180) days from the date of their issuance. After that time,
23 the total amount of any individual unclaimed checks shall be addressed pursuant to applicable law.

24 (2) Cap on Settlement Payments. To the extent certain Settlement Class Members
25 opt out of the settlement, the payments to Settlement Class Member shall be increased on a pro-rata
26 basis from the Net Settlement Fund. However, under no circumstances shall Settlement Class
27 Members receive more than two times the amount originally estimated. To the extent the pro-rata
28 share exceeds two times the amount originally calculated, Settlement Class Members will only receive

1 two times the amount calculated and any remaining amount shall be distributed to an appropriate cy
2 *pres* recipient subject to court approval.

3 (3) Class Members who do not opt-out of the settlement will all receive the same
4 pro rata share of the Net Settlement Fund.

5 (4) Settlement Payments shall be made by the Claims Administrator to each
6 Settlement Class Member from the Net Settlement Fund within thirty (30) calendar days after the
7 Effective Date. Settlement checks must be cashed within 180 days from the date of issuance, after
8 which time they will be voided. To the extent any issued and disseminated checks remain uncashed,
9 the funds will be transferred to the State of California by the Administrator pursuant to the State of
10 California's escheatment laws and the Administrator will provide copies of said documents to the
11 parties' Counsel.

12 (5) Within ten (10) calendar days of the Court granting final approval of this
13 Settlement, Defendants shall cause to be transferred to the Claims Administrator the Gross Settlement
14 Amount. The Claims Administrator shall deposit the Gross Settlement Amount in an interest-bearing
15 account in a federally insured banking institution. If the Settlement does not become final for any
16 reason, the Gross Settlement Amount and any interest earned thereon will be returned to Defendants
17 by the Claims Administrator.

18 (6) \$10,000 of the Gross Settlement Amount shall be set aside to resolve any issues
19 relating to the lack of the use of a claim form to resolve claims of potential fraud. Defendants shall
20 not have any liability due to the lack of a claim form.

21 **R. ESTIMATED CLASS SIZE**

22 The parties estimate that, as of November 1, 2017, the size of the class was 12,818. If the size
23 of the class increases more than fifteen percent (15%) above 12,818 by the time that preliminary
24 approval is granted, the Gross Settlement Amount will be increased proportionality by the amount of
25 the increase over fifteen percent (15%). For example, if the class size increases by twenty percent
26 (20%), the Gross Settlement Amount will be increased by five percent (5%).

1 **S. PARTIES' CONTACT INFORMATION**

2 Unless otherwise specifically provided herein, all notices, demands, and other communications
3 given hereunder shall be in writing and shall be deemed to have been duly given as of the third
4 business day after mailing by United States mail, addressed as follows:

5 To the Settlement Class or any Plaintiff:

6 Shaun Setareh
7 Thomas Segal
8 SETAREH LAW GROUP
9 9454 Wilshire Boulevard, Suite 9007
10 Beverly Hills, CA 90212
11 Telephone: (415) 398-6000
12 Facsimile: (415) 981-0136
13 Email: shaun@setarehlaw.com
14 thomas@setarehlaw.com

15 To the Defendant:

16 Lisa M. Bertain
17 Nathan R. Jaskowiak
18 KEESAL, YOUNG & LOGAN
19 A Professional Corporation
20 450 Pacific Avenue
21 San Francisco, CA 94133
22 Telephone: (415) 398-6000
23 Facsimile: (415) 981-0136
24 Email: lisa.bertain@kyl.com

25 **T. APPEAL WAIVER**

26 The Plaintiff, individually, Class Members (who did not file a timely objection to the
27 Settlement), Defendants, all attorneys for the Class Representatives and the Class, and all attorneys for
28 the Defendants hereby waive any and all rights to appeal the Court's Judgment and Order Regarding
Final Approval of Class Settlement and Dismissal with Prejudice, and any other prior rulings or orders
issued by the Court. This waiver being contingent upon the Court entering a Final Approval Order
that is consistent with the terms set forth in this Agreement. This waiver includes waiver of all rights
to any post-Judgment proceeding and/or appellate proceeding, including but not limited to, motions
for reconsideration, motions to vacate the Judgment, and extraordinary writs. The waiver does not
include any waiver of the right to oppose any appeal, appellate proceedings, or post-Judgment

1 proceedings, if any. The waiver does not include any waiver of the right by Plaintiff's Counsel to
2 challenge any ruling on Plaintiff's Counsel's application for award of attorney fees and costs or by
3 Plaintiff or the Proposed Class Representatives to challenge an order regarding Class Representative
4 Enhancement Payments.

5 **U. DISMISSAL OF LAWSUIT WITH PREJUDICE**

6 The Plaintiff agrees to dismiss the lawsuit with prejudice upon entry of the Court's Judgment
7 and Order Regarding Final Approval of Class Settlement,

8 **V. ENTIRE AGREEMENT**

9 After this Agreement is signed and delivered by Plaintiff, Defendants, and their attorneys of
10 record, this Agreement and its attached Exhibits shall constitute the entire agreement among the
11 Parties relating to settlement of this Litigation and the causes of action and defenses asserted therein,
12 and it shall then be deemed that no oral representations, warranties, or inducements have been made to
13 any party concerning this Agreement or its Exhibits other than the representations, warranties, and
14 covenants expressly stated in this Agreement and its Exhibits.

15 **W. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT**

16 Plaintiff's Attorneys warrant and represent that they are authorized by the Plaintiff for whom
17 they are attorneys of record, and the attorneys of record for Defendants warrant and represent that they
18 are authorized by Defendants, to take all appropriate action required or permitted to be taken by such
19 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required
20 to effectuate the terms of this Settlement Agreement. Plaintiff and Defendants and their counsel will
21 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
22 the event the Plaintiff and Defendants are unable to reach agreement on the form or content of any
23 document needed to implement the Agreement, or on any supplemental provisions that may become
24 necessary to effectuate the terms of this Agreement, they agree to seek the assistance of the Court, and
25 in all cases all such documents, supplemental provisions, and assistance of the Court shall be
26 consistent with this Agreement.

1 **X. REFERENCE TO COURT**

2 Except where the context indicates otherwise, references to the Court shall also include any
3 and all other courts that take jurisdiction of any of the matters that currently complete the Litigation.

4 **Y. AMENDMENT OR MODIFICATION**

5 This Agreement, and any and all parts of it, may be amended, modified, changed, or waived
6 only by an express written instrument signed by all Parties or their successor-in-interest.

7 **Z. BINDING ON SUCCESSORS AND ASSIGNS**

8 This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the
9 Parties.

10 **AA. GOVERNING LAW**

11 All terms of this Agreement and its Exhibits shall be governed by and interpreted according to
12 the laws of the State of California, without giving effect to any conflict of law principles or choice of
13 law principles.

14 **BB. COOPERATION IN DRAFTING**

15 Plaintiff and Defendants have cooperated in the drafting and preparation of this Agreement.
16 This Agreement shall not be construed against any Party on the basis that the Party was the drafter or
17 participated in the drafting.

18 **CC. ARMS-LENGTH AGREEMENT**

19 Plaintiff and Defendants believe that this is a fair, reasonable, and adequate Settlement and
20 have arrived at this Settlement through arms-length negotiations, including use of Mark Rudy as
21 mediator, in arriving at the Gross Settlement Amount and taking into account all relevant factors,
22 present and potential.

23 **DD. RETURN OF DOCUMENTS**

24 Within thirty (30) days after the filing of the Judgment, pursuant to this Settlement, the
25 Plaintiff's Attorneys shall return all documents received from Defendants that were provided for
26 mediation purposes only, or certify in writing that all documents received from Defendants have been
27 returned by Plaintiff to Plaintiff's Attorneys and that Plaintiff's Attorneys have destroyed all such
28 documents. No copies of any such document shall be retained by Plaintiff or Plaintiff's Attorneys.

1 This includes and is not limited to class contact information received by Plaintiff in connection with
2 the Litigation.

3 **EE. HEADINGS**

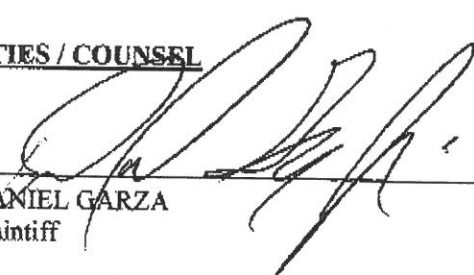
4 The descriptive headings of any Paragraph or Section of this Agreement are inserted for
5 convenience of reference only and do not constitute a part of this Agreement.

6 **FF. COUNTERPARTS**

7 This Agreement may be executed in one or more counterparts. All executed counterparts and
8 each of them shall be deemed to be one and the same instrument provided that counsel for the Parties
9 to this Agreement shall exchange among themselves original signed counterparts. Facsimile and
10 email signatures will be accepted if the original signature is provided within seven (7) days. Any
11 executed counterpart shall be admissible in evidence to prove the existence and contents of this
12 Agreement.

13
14 **EXECUTION BY PARTIES / COUNSEL**

15
16 DATED: February 15, 2018


17 DANIEL GARZA
18 Plaintiff

19 DATED: February __, 2018

20 By: _____
21 Name: _____
22 Title: _____
23 BRINDERSON, L. P.
24 Defendant

25 DATED: February __, 2018

26 By: _____
27 Name: _____
28 Title: _____
BRINDERSON CONSTRUCTORS, INC.
Defendant

1 This includes and is not limited to class contact information received by Plaintiff in connection with
2 the Litigation.

3 **EE. HEADINGS**

4 The descriptive headings of any Paragraph or Section of this Agreement are inserted for
5 convenience of reference only and do not constitute a part of this Agreement.

6 **FF. COUNTERPARTS**


7 This Agreement may be executed in one or more counterparts. All executed counterparts and
8 each of them shall be deemed to be one and the same instrument provided that counsel for the Parties
9 to this Agreement shall exchange among themselves original signed counterparts. Facsimile and
10 email signatures will be accepted if the original signature is provided within seven (7) days. Any
11 executed counterpart shall be admissible in evidence to prove the existence and contents of this
12 Agreement.

13
14 **EXECUTION BY PARTIES / COUNSEL**

15
16 DATED: February __, 2018

17 _____
DANIEL GARZA
Plaintiff

18
19 DATED: February 12, 2018

20 By: 
Name: David F. Morris
Title: EVP + CAO
BRINDERSON, L. P.
Defendant

21
22
23
24 DATED: February 15, 2018

25 By: 
Name: David F. Morris
Title: EVP + CAO
BRINDERSON CONSTRUCTORS, INC.
Defendant

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DATED: February 15, 2018



LISA M. BERTAIN
NATHAN R. JASKOWIAK
ELYSE W. WHITEHEAD
KEESAL, YOUNG & LOGAN
Attorneys for Defendants
BRINDERSON L.P. and BRINDERSON
CONSTRUCTORS, INC.

DATED: February __, 2018

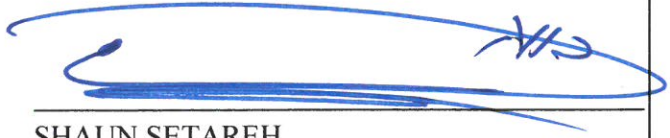
SHAUN SETAREH
THOMAS SEGAL
SETAREH LAW GROUP
Attorneys for Plaintiff
DANIEL GARZA

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DATED: February __, 2018

LISA M. BERTAIN
NATHAN R. JASKOWIAK
ELYSE W. WHITEHEAD
KEESAL, YOUNG & LOGAN
Attorneys for Defendants
BRINDERSON L.P. and BRINDERSON
CONSTRUCTORS, INC.

DATED: February 15, 2018 



SHAUN SETAREH
THOMAS SEGAL
SETAREH LAW GROUP
Attorneys for Plaintiff
DANIEL GARZA

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Daniel Garza, on behalf of himself, all others similarly situated,

v.

Brinderson L.P. and Brinderson Constructors, Inc.

United States District Court – Northern District of California, Case No. 15-CV-05742 EJD

If Brinderson L.P. or Brinderson Constructors, Inc. obtained a consumer report on you between December 2, 2010 and _____, **you might be entitled to participate in a class action settlement.**

The United States District Court – Northern District of California has permitted this notice.

This is not an ad.

Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not need to do anything to receive money. Money will automatically be paid to you if you do not request exclusion. You will give up any rights to sue Brinderson for the claims made in this lawsuit or any claims that are sufficiently related and you will be bound by the release explained in this notice.
OPT OUT	Get no payment and retain your legal rights.
OBJECT	Write to the Court about why you object to the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

1. Why Should You Read This Notice?

This Notice of Class Action Settlement (“Notice”) describes your ability to share in the Class Action Settlement or your ability to “opt-out” of the Class Action Settlement. Pursuant to a “Joint Stipulation of Settlement and Release” filed with the United States District Court - Northern District of California (the “Settlement”), the Court has preliminarily approved a class action settlement and directed that you receive this Notice.

You have received this Notice because Brinderson’s records indicate that you are a member of the Class. The settlement will resolve all Claims alleged by members of the Class described below during the Class Period.

The Court will hold a Final Approval (or “Final Fairness”) hearing concerning the proposed Class Action Settlement on _____, at _____, located at the United States District Court - Northern

District of California, San Jose Courthouse, Courtroom 4 - 5th Floor, 280 South 1st Street, San Jose, CA 95113, before the Honorable Edward J. Davila, judge presiding.

1. Definitions.

- a. “Action” as used herein shall mean the present class action pending before the United States District Court - Northern District of California entitled “*Daniel Garza v. Brinderson L.P. et al.*” 15-CV-05742 EJD.
- b. “Brinderson” as used herein shall mean Defendants Brinderson L.P. and Brinderson Constructors, Inc., and their parents, subsidiaries, affiliates, related business entities, insurers, and all of their employees, officers, agents, attorneys, stockholders, partners, predecessors, successors and assigns.
- c. “Claims” as used herein shall mean the claims asserted in the Action and as described below in Paragraph 3.
- d. “Claims Administrator” shall mean _____.
- e. “The Class” as used herein shall mean all persons for whom Brinderson Constructors, Inc. or Brinderson L.P. obtained a consumer report during the time period of December 2, 2010 through the date of preliminary approval is granted. The Class is a nationwide class and is not limited to California.
- f. “Class Counsel” as used herein shall mean Shaun Setareh and Thomas Segal of the Setareh Law Group.
- g. “Class Period” as used herein shall mean the period of time between December 2, 2010 and _____ (the date of preliminary approval).
- h. “Complaint” as used herein shall mean the most recent amended version of the operative pleading filed on behalf of Plaintiff, individually and on behalf of all members of the Class in the Action.
- i. “Court” as used herein shall mean the United States District Court – Northern District of California.
- j. “Effective Date” as used herein shall mean the latest of the following dates: (i) the date upon which the Court serves a final approval order of the Settlement if no Class Members file objections to the Settlement; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the date thirty (30) days after the date upon which the Court grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated, the Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. If no objections are filed, there is no right of appeal and the Effective Date shall be the date the Court serves the Order finally approving the Settlement. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement has become completely final and there is no further recourse by any appellant or objector who seeks to contest the Settlement.
- k. “Plaintiff” as used herein shall mean Daniel Garza, acting on his own behalf and on behalf of all members of the Class.
- l. “Party” or “Parties” as used herein shall mean Plaintiff, Brinderson, or both, as may be appropriate.
- m. “Preliminary Approval” as used herein shall mean the date when the Settlement has been preliminarily approved by the Court.

- n. “Class Action Settlement” as used herein shall mean the terms and conditions of the settlement of the Action.
- o. “Settlement Amount” as used herein shall mean the non-reversionary sum of One Million and Five Hundred Thousand U.S. Dollars (\$1,500,000.00), which is inclusive of payments to settlement class members, attorney’s fees and costs, class representative enhancements and claims administration expenses as awarded by the Court. It is understood and agreed that Brinderson’s maximum responsibility under the Settlement shall not exceed the sum of \$1,500,000.00.
- p. “Settlement Class” as used herein shall mean any member of the Class who does not opt out of the settlement.

3. *What is the Case About?*

On December 2, 2015, this Action was filed against Brinderson L.P., Brinderson Constructors, Inc., and Chevron U.S.A. on behalf of the Class. Chevron U.S.A. was subsequently dismissed from the case by Plaintiff.

The Action seeks damages, attorneys’ fees, and penalties on the basis of allegations that Brinderson allegedly violated the Fair Credit Reporting Act (“FCRA”), the California Investigative Consumer Reporting Agencies Act (“ICRAA”), and the California Consumer Credit Report Agencies Act (“CCRAA”) by allegedly failing to obtain proper authorization to obtain consumer reports on employees and potential employees.

Brinderson denies the allegations raised in the Action and states that it did not violate the law and has no liability for any of the Claims of the members of the Class. Brinderson contends that it properly obtain authorization for all individuals for whom it obtained a consumer report.

4. *Background of Settlement.*

The Parties and their respective attorneys have conducted investigations of the facts and law during the litigation of the Action, including negotiations between the Parties and analysis of documents and other information provided by Brinderson, among other things. The attorneys have analyzed the applicable law as it relates to Plaintiff’s allegations, the defenses thereto, and the damages claimed by Plaintiff.

On December 5, 2017, the parties attended mediation before Mediator Mark Rudy, Esq. The case resolved at the mediation.

Plaintiff and their counsel believe that the claims asserted in the Action have merit. However, Plaintiff’s counsel recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Action against Brinderson through trial and beyond to a likely appeal. Plaintiff’s counsel has also taken into account the uncertainty of the outcome and the risk of litigation. In the absence of settlement, Plaintiff would have to secure class certification over Brinderson’s strenuous objection with respect to the claims. Additionally, at trial, Brinderson would have the right to contest liability. This case involves many unresolved factual and legal issues. In Class Counsel’s judgment, were this case to proceed, it is uncertain whether Plaintiff would succeed at the certification stage, whether Brinderson would be found to have violated the law, as alleged, and whether the amount of damages awarded would be more than the proposed Settlement Amount.

Brinderson believes that the Claims asserted in the Action are without merit. Accordingly, Brinderson has denied and continues to deny the Claims alleged in this Action and all charges of wrongdoing and liability. Although Brinderson has vigorously contested the allegations in the Action and denies that it committed any wrongdoing or violation of law, it believes that further litigation of this case would be protracted, expensive, and contrary to its best interests. Substantial amounts of time, energy, and other resources have already been devoted to defending Brinderson against the Action, and unless there is a settlement, that situation will continue through trial and appeal. In light of these realities, Brinderson believes that a settlement pursuant to the terms of the Settlement is the best way to resolve the Action while minimizing its own further expenditures and disruption to its business.

5. *Who are the Parties in this Class Action?*

Daniel Garza is the Plaintiff in this Action, acting on behalf of himself individually and on behalf of the Class.

Brinderson L.P. and Brinderson Constructors, Inc. are the Defendants. Chevron U.S.A. is no longer a Defendant in the case and has not contributed to the settlement amount.

6. *Who are the Attorneys Representing the Parties?*

Attorneys for the Plaintiff & the Class are:

Shaun Setareh
 Thomas Segal
 SETAREH LAW GROUP
 9454 Wilshire Boulevard, Suite 9007
 Beverly Hills, CA 90212
 Telephone: (310) 888-7771
 Facsimile: (310) 888-0109

Attorneys for Brinderson are:

Lisa M. Bertain
 Nathan R. Jaskowiak
 KEESAL, YOUNG & LOGAN
 450 Pacific Avenue
 San Francisco, California 94133
 Telephone: (415) 398-6000
 Facsimile: (415) 981-0136

7. *The Proposed Settlement.*

Without admitting any wrongdoing, Brinderson has agreed to pay the Settlement Amount to resolve the Action, which sum includes payment of: (1) payment of Individual Settlement Amounts to the Settlement Class; (2) settlement administration costs; (3) the Court-approved enhancement award to the named Plaintiff and two additional potential class representatives (Jeremy Enoex and Anthony Herrera); and (4) the Court-Approved attorneys' fees and costs to Class Counsel.

The following is a summary of the terms of the Settlement. The specific and complete terms of the proposed settlement are stated in the Joint Stipulation of Settlement and Release (the "Settlement"), a copy of which is on file with the Court and can be obtained at the Clerk's Office, United States District Court – Northern District of California, San Jose Courthouse, Courtroom 4 - 5th Floor, 280 South 1st Street, San Jose, CA 95113.

Individual Settlement Amounts. Class Members who do not opt-out of the settlement will all receive the same pro rata share of the Net Settlement Fund. If any Class Members opt out of the settlement, their allocated payment will be redistributed among Settlement Class Members who do not opt out on a pro-rata basis. However, under no circumstances shall class members receive more than two times what their pro-rata distribution would be if all class members participated in the settlement. To the extent the pro-rata share exceeds two times the amount calculated, Settlement Class Members will only receive two times the amount calculated and any remaining amount shall be distributed to an appropriate *cy pres*.

The settlement payments do not constitute wages and the amounts paid will be reported on a IRS Form 1099. The Claims Administrator will pay all Settlement Class Members, in accordance with the terms of the Settlement, within thirty (30) calendar days of the Effective Date.

Binding Effect and Release of Claims. Upon entry of the Final Judgment in the Action, Plaintiff and each and every member of the Settlement Class (*i.e.*, each and every member of the Class who did not timely submit an Opt-Out Form to the Claims Administrator) shall be deemed to have, and by operation of the Final Judgment shall have fully, finally, and forever released, Brinderson L.P. and Brinderson Constructors, Inc., their parents, subsidiaries, affiliates, related business entities, insurance carriers, and all of their employees, officers, agents, attorneys, stockholders, predecessors, successors and assigns, any individual or entity that could be jointly liable with Defendants, and any client of Brinderson at whose facility the Settlement Class Members worked or intended to work on behalf of Brinderson (including but not limited to Chevron U.S.A. Inc., ConocoPhillips Company, Phillips 66 Company, BP America Inc., BP Corporation North America Inc., ExxonMobil Oil Corporation, Tesoro Refining & Marketing Company, LLC, Tesoro Companies, Inc., Tesoro Logistics, GP, LLC, and all of

their parents, subsidiaries, affiliates, related business entities, insurance carriers, and all of their employees, officers, agents, attorneys, stockholders, partners, predecessors, successors and assigns) (the “Released Parties”), from any and all claims, known and unknown, that were or could have been asserted from December 2, 2010 through the date of Preliminary Approval, including but not limited to: all claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. (“FCRA”); all claims under the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal Civ. Code § 1785.1 et seq.; all claims under the California Investigative Consumer Reporting Agencies Act (“ICRAA”), Cal. Civ. Code § 1780 et seq.; all claims arising under the law of any other state that are similar to the FCRA, the CCRAA, or ICRAA or that relate to obtaining background checks or consumer reports for employment purposes; and all claims or causes of action that are pled in or reasonably related to claims and potential claims in the Litigation, including but not limited to any and all claims related to or arising out of any background check requested or procured by Brinderson or the disclosures or other documentation provided (or not provided) to any Settlement Class Member in connection with any such background check. The Release will cover the time period up to and including the date the settlement receives preliminary approval by the Court. This Release does not apply to claims that Settlement Class Members may have against any entity other than Brinderson in connection with employment or potential employment solely by the non-Brinderson entity.

In addition, upon entry of the Final Judgment in the Action, with respect to the Claims set forth above, each member of the Settlement Class shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

Enhancement Award to Named Plaintiff. In recognition of the named Plaintiff’s efforts and time as class representative, Class Counsel will request an enhancement award for Plaintiff of not more than Five Thousand Dollars (\$5,000), which will be paid from the Settlement Amount as approved and in an amount to be determined by the Court. Class Counsel will also be requesting enhancement awards for Jeremy Enoex and Anthony Herrera, two individuals who Class Counsel was attempting to add to the case as class representatives at the time the case was resolved.

8. *What are My Rights? How Will My Rights Be Affected?*

A. Do Nothing and Receive Your Share of the Settlement Monies.

To receive your Individual Settlement Amount check, you do not need to do anything to receive your settlement payment. You will release all claims discussed above against the Released Parties and be bound by all terms of the Settlement. You will also be bound by any Final Judgment entered in this Lawsuit if the Settlement receives final approval by the Court.

If you are a current Brinderson employee, your decision as to whether or not to opt-out or participate will not affect your employment with Brinderson. State and federal laws protect members of the Class from retaliation based on their decision to participate in a class action settlement.

B. Opt-Out from the Settlement.

You may request exclusion from the Action and the Settlement if you comply with the opt-out procedures stated below. To opt out, you must submit a **signed** Request for Exclusion (“Opt-Out”) Form to the Claims Administrator so that it is postmarked no later than _____, and received by the Claims Administrator. Members of the Class who elect to opt out of the Settlement will not receive any monetary payment under the settlement, nor will they be considered to have released their Claims.

The Judgment following approval by the Court will bind all members of the Class who do not opt-out from the Settlement. Any member who does not opt-out may, if they wish, enter an appearance through his or her own lawyer.

If more than 5% of Members of the Class elect to opt out of the Settlement, Brinderson may rescind the

Settlement.

C. Object to the Proposed Settlement.

Any member of the Class who has not opted out of the Settlement and who desires to object to the proposed settlement, must follow the procedure set forth in this subsection C and in Section 10 below in order to appear in person or through counsel at the Final Fairness Hearing, on the date set forth above, and to be heard as to why the Settlement should not be approved as fair, reasonable, and adequate. (No attorneys' fees will be paid by Brinderson for such counsel's appearance at the Final Fairness Hearing.)

No person will be heard or entitled to object, and no papers or briefs submitted by any such person will be received or considered by the Court unless, no later than _____, he or she files with the United States District Court – Northern District of California, San Jose Courthouse, Courtroom 4 - 5th Floor, 280 South 1st Street, San Jose, CA 95113, and provides same to Class Counsel and Brinderson's Counsel, at the addresses indicated above, a written Notice of Intention to Appear at the Final Fairness Hearing, together with copies of all papers and briefs proposed to be submitted to the Court prior to the hearing, and serves copies of all such documents filed with the Court by mail or other lawful means on Class Counsel listed above by said date.

If you intend to object to the Settlement, but wish to claim your settlement payment, you need not submit anything other than your objection. If you intend to object to the Settlement and wish to retain your rights and not claim your settlement, you must submit still opt-out of the settlement.

Any member of the Class who does not make and serve his or her written objections and/or notice of intention to appear within the time and in the manner provided above will be deemed to have waived such objections and will be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement. Any member of the Class who is satisfied with the terms of the Settlement need not appear at the hearing.

If the proposed Settlement is approved by the Court, a Final Judgment will be signed by the Judge that will resolve the Claims to the extent provided in the Settlement Agreement and will permanently bar all members of the Settlement Class from prosecuting any and all Claims against the Released Parties.

9. *How Will The Attorneys for the Class be Paid?*

Class Counsel will submit an application for payment to them of an award of attorneys' fees not to exceed one-third of the Gross Settlement Amount as well as reasonable litigation costs estimated to be no more than \$25,000 which will be paid from the Settlement Amount as approved and in an amount to be determined by the Court.

10. *Notice of Hearing on Final Approval and Objections to Class Action Settlement.*

You are hereby notified that a Final Fairness Hearing will be held before the Honorable Edward J. Davila, on _____, at _____, at the United States District Court – Northern District of California, San Jose Courthouse, Courtroom 4 - 5th Floor, 280 South 1st Street, San Jose, CA 95113, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Judge may adjourn the hearing from time to time, without further notification, as the Judge may direct. If the Court does not approve the proposed settlement, or if the Parties terminate the settlement due to material modification of its terms by the Court or due to the occurrence of conditions that authorize the Parties to terminate the settlement, the rights and duties of the Parties would revert to their status prior to the settlement, and members of the Class would have no rights to the settlement amount or terms.

Any member of the Class who objects to the proposed settlement, and who has followed the procedure set forth in above for objecting, may appear in person or through counsel at the Final Fairness Hearing, described above, and be heard as to why the Settlement should not be approved as fair, reasonable, and adequate, or why a dismissal with prejudice should or should not be entered. No person will be heard or entitled to object, and no papers or briefs submitted by any such person will be received or considered by the Court unless, no later than

_____, he or she files with the Court, at the address indicated above, written notice of intention to appear at the Final Fairness Hearing, together with copies of all papers and briefs proposed to be submitted to the Court at the hearing, and serves copies of them by mail or other lawful means on Class Counsel and Brinderson's Counsel by said date.

Any member of the Class who does not make and serve his or her written objections within the time and in the manner provided above will be deemed to have waived such objections and will be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement. Any member of the Class who is satisfied with the Settlement need not appear at the hearing.

11. Examination of Papers and Inquiries.

The foregoing is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement and Release, and other papers filed in the Action, which may be inspected during regular business hours.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THIS PROPOSED SETTLEMENT.

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

Daniel Garza v. Brinderson L.P. and Brinderson Constructors, Inc.

United States District Court – Northern District of California, Case No. 15-CV-05742 EJD

The purpose of this Notice is to inform you that your rights may be affected by a class action lawsuit (“Lawsuit”) against Brinderson L.P. and Brinderson Constructors, Inc. (“Brinderson”) based on claims that the pre-employment background check that Brinderson requested violated the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and California state law. The Lawsuit is pending in the United States District Court for the Northern District of California. At this time, a settlement has been preliminarily approved by the Court. The amount of money set aside to fund the settlement is a total of \$1,500,000 (the “Settlement Amount”).

Brinderson’s records indicate that you are a class member. If the settlement is approved by the Court and you do not request exclusion from the settlement class, you will receive a settlement payment. The amount of your payment will depend on the amount of attorneys’ fees and costs, class representative award, and administration costs approved by the Court.

The Court has appointed the Setareh Law Group to serve as class counsel. It will petition the Court to award up to one-third of the Settlement Amount in attorneys’ fees and up to \$25,000 in accrued litigation costs. This amount, if approved, would be paid out of the Settlement Amount.

If you do not want to be bound by the settlement, you must opt-out of the settlement. You may opt-out by mailing a Request for Exclusion to the Settlement Administrator by _____. If you submit a Request for Exclusion, you will not receive a settlement payment but you will retain your rights. If you choose to remain a part of the class, you can also object to the proposed settlement. Specific instructions on how to object or request exclusion (including a Request for Exclusion Form) are available at www.XYZsettlement.com.

This Notice is a summary. You can retrieve a copy of the full notice and other related court documents at www.XYZsettlement.com. If you have additional questions, please contact the settlement administrator at 1-XXX-XXX-XXXX or Class Counsel Shaun Setareh of Setareh Law Group at 310-888-7771.

The Court will hold a final approval hearing on _____ at _____, United States District Court - Northern District of California, San Jose Courthouse, Courtroom 4 - 5th Floor, 280 South 1st Street, San Jose, CA 95113.

Exhibit C

REQUEST FOR EXCLUSION

Daniel Garza, on behalf of himself, all others similarly situated,

v.

Brinderson L.P. and Brinderson Constructors, Inc.

United States District Court – Northern District of California, Case No. 15-CV-05742 EJD

Return this form ONLY if you do not wish to participate in this Action and do not wish to receive the settlement payment described in Notice of Class Action Settlement.

As a Class Member, I understand that I have the option to elect to request exclusion from-or “opt out” of the Settlement Class, as described in the Class Notice. I understand that by electing to request exclusion from the *Garza v. Brinderson L.P. et al.* Lawsuit, I will not receive any portion of the Settlement which I would otherwise have been entitled to receive. I understand that by exercising this option, I will remain free to prosecute my own claims, if any, against Brinderson subject to applicable statute of limitations and other applicable restrictions. I also understand that if I desire representation by an attorney, I will need to hire or otherwise retain an attorney for that purpose at my own expense

With full understanding of the foregoing, I wish to exclude myself from this Lawsuit, the Settlement, and the Judgment.

Dated: _____, 2016

(Signature)

(Type or print name)

(Telephone Number, including Area Code)

(Address)

(Last Four Digits of Social Security Number)

(City, State, Zip Code)

Mail this form back to the Settlement Administrator [INSERT ADDRESS] before _____, 2018.