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Attorneys for Defendant

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GREGORY HOWELL, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CHECKR, INC.,

Defendants.

Case No.: 3:17-cv-04305-SK

**AMENDMENT TO CLASS
ACTION SETTLEMENT
AGREEMENT**

Judge: Hon. Sallie Kim
Courtroom: A, 15th Floor

1 Plaintiff Gregory Howell (“Plaintiff”) and Defendant Checkr, Inc. (“Defendant”)
2 (collectively, the “parties”), by and through their counsel, hereby stipulate and agree to the
3 following modifications to the Class Action Settlement Agreement (ECF No. 55-2).

4 **1.6. Claims Period.** “Claims Period” refers to the **90** calendar days following
5 initial mailing of the Postcard Notice and direction to the Notice of Settlement, during
6 which time a Class Member may submit (a) a Claim Form, (b) an Objection, or (c) a
7 Request for Exclusion.

8 ...

9 **1.27. Objection.** “Objection” refers to a written statement submitted, within
10 **ninety (90)** calendar days after Notice Mailing, to the Settlement Administrator that
11 contains (1) the Objector’s full name and current mailing address, (2) the last four digits
12 of the Objector’s social security number, (3) the specific reason(s) for the Objection, (4)
13 all evidence and supporting papers (including, without limitation, all briefs, written
14 evidence, and declarations) for the Court to consider, and (5) identification of all counsel
15 representing or assisting the Objector, if any.

16 ...

17 **1.36. Request for Exclusion.** “Request for Exclusion” refers to a written, opt-out
18 request signed by a Class Member and submitted to the Settlement Administrator, within
19 **ninety (90)** calendar days of Notice Mailing, with the following information: (1) the Class
20 Member’s full name and current mailing address, (2) the last four digits of the Class
21 Member’s social security number, and (3) an express statement that the Class Member
22 wishes to be excluded from the terms of the Agreement.

23 ...

24 **7.3.1. Opt Out Procedure.** Class Members may opt out of this Agreement by
25 mailing the Settlement Administrator a Request for Exclusion within **ninety (90)** days of
26 Notice Mailing. A Request for Exclusion, to be valid, must be signed and dated by the
27 Class Member, must provide the Class Member’s full name (and former names, if
28

1 applicable), current address, current telephone number, and the last four digits of the Class
2 Member's social security number, and must include an express statement that the Class
3 Member wishes to be excluded from the terms of the Agreement. Any Request for
4 Exclusion that does not include all of the required information or that is not submitted in a
5 timely manner will be deemed ineffective.

6 ...

7 **7.4.1. Objection Procedure.** Any Objection must be in writing and made using
8 the procedures set forth in the Notice of Settlement, must be submitted within **ninety (90)**
9 days of Notice Mailing, and must contain (1) the Objector's full name and current mailing
10 address, (2) the last four digits of the Objector's social security number, (3) the specific
11 reason(s) for the Objection, (4) all evidence and supporting papers (including, without
12 limitation, all briefs, written evidence, and declarations) for the Court to consider, and (5)
13 identification of all counsel representing or assisting the Objector, if any.

14 ...

15 **8.8. Undeliverable or Uncashed Checks.** All Individual Settlement Payment
16 checks will remain negotiable for **120** days from the date of their mailing. The Settlement
17 Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and
18 uncashed checks. After **120** days from the mailing, the amount of any settlement checks
19 from the Net Settlement Amount that has not been cashed will be donated so that half the
20 remainder is donated to Public Justice and half is donated to the Southern Center for
21 Human Rights, both of which are national nonprofit legal advocacy organizations who do
22 work to advance enforcement of the FCRA and/or in service of assisting individuals who
23 are facing collateral consequences as a result of interactions with the criminal justice
24 system.

25 ...

26 **10.6. Schedule of Contemplated Events.** These are the events this Agreement
27 contemplates. The Parties may agree to adjust these deadlines, after Preliminary
28

1 Approval, if the adjustments do not materially affect filing and hearing dates set by the
2 Court.

3	4	Deadline for Settlement Administrator to mail CAFA notice	3 calendar days after filing of Motion for Preliminary Settlement Approval
5	6	Deadline for Defendant to provide current class list to Settlement Administrator	10 business days after Preliminary Approval Order
7	8	Deadline for Settlement Administrator to have settlement website go live	At least one day prior emailing and/or mailing of Postcard Notices
9	10	Deadline for Settlement Administrator to email and/or mail Notice of Settlement	10 calendar days after provision of class list to Settlement Administrator
11	12	Deadline to move for fees and costs, and for Class Representative Service Payment	44 calendar days after the first date that Postcard Notices are initially emailed and/or mailed
13	14	Last day to submit Claims, Requests for Exclusion, or Objections	90 calendar days from the first date that Postcard Notices are initially emailed and/or mailed
15	16	Settlement Administrator to report on Requests for Exclusion, Objections and other results of class notice	97 calendar days after the first date that Postcard Notices are initially emailed and/or mailed
17	18	Deadline to move for Final Approval	74 calendar days after the first date that Postcard Notices are initially emailed and/or mailed
19	20	Final Fairness Hearing on Final Approval and on motion for Class Counsel Fees and Class Representative Service Payment	To be set by Court, (if the court requires the motion for final approval to be filed 35 days in advance of the hearing, then the hearing may be no fewer than 109 days after the first date that Postcard Notices are initially emailed and/or mailed.)
21	22	Effective Date	The date the Final Approval Order and Judgment is entered by the Court, unless there are any Objections filed in which case it is the day on which the deadline for appeals passes, or, if there are appeals, the date on which all appeals are exhausted.
23	24	Deadline for Defendant to Fund the Gross Settlement Amount	10 business days after the Effective Date
25	26	Deadline for Settlement Administrator to distribute Settlement Class Member Payments, Class Representative Service Award if any, and approved attorneys' fees and costs	15 business days after Effective Date

1 2 3	Deadline for Class Counsel to destroy any Confidential Information received from Defendant	60 calendar days after Effective Date
4	Check Negotiation Period ends	120 calendar days after distribution of Settlement Class Member Payments
5	Cy Pres donations to be made	Following the end of the Check Negotiation Period
6	Defendant to keep practices in place	For 18 months after the Effective Date

...

Also attached hereto are additional and/or revised Exhibits to the Settlement Agreement:

- Exhibit A:** Revised Long-Form Notice
- Exhibit D:** Email Notice – Auto-Pay; and
- Exhibit E:** Email Notice – Non-Auto-Pay

Dated: June 26, 2018

BERGER & MONTAGUE, P.C.

By: /s/E. Michelle Drake
E. Michelle Drake (*pro hac vice*)

ATTORNEY FOR PLAINTIFF

Dated: June 26, 2018

SEYFARTH SHAW LLP

By: /s/John W. Drury
John W. Drury (*pro hac vice*)

ATTORNEY FOR DEFENDANT

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1

I, E. Michelle Drake, am the ECF User filing this STIPULATION. In compliance with Civil Local Rule 5-1, I hereby attest that John W. Drury concurred in this filing.

Date: June 26, 2018

/s/E. Michelle Drake
E. Michelle Drake (*pro hac vice*)