



1 forth in the Settlement Agreement and in compliance with this Court's Preliminary  
2 Approval Order. The Court further finds and concludes that the Notices and the  
3 distribution procedures set forth in the Settlement Agreement fully satisfy Fed. R. Civ. P.  
4 23 and the requirements of due process, were the best notice practicable under the  
5 circumstances, provided individual notice to all members of the Settlement Class who  
6 could be identified through reasonable effort, provided an opportunity for the Settlement  
7 Class Members to object or exclude themselves from the settlement, and supports the  
8 Court's exercise of jurisdiction over the Settlement Class as contemplated in the  
9 settlement and this Final Order. The Court hereby finds and concludes that the notice  
10 provided by the Settlement Administrator on behalf of the Defendant to the appropriate  
11 state and federal officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §  
12 1715, fully satisfied the requirements of that statute.

13 5. The Settlement Class Members were given an opportunity to object to or  
14 opt-out of the settlement. The Settlement Class Members who made valid and timely  
15 requests for exclusion are excluded from the settlement and are not bound by this Final  
16 Order. \_\_ Settlement Class Members requested exclusion. The identities of such persons  
17 are set forth in the Settlement Administrator's Declaration, ECF No. \_\_.

18 6. The Settlement Agreement was arrived at as a result of arms-length  
19 negotiations conducted in good faith by experienced attorneys familiar with the legal and  
20 factual issues of the case and with the assistance of an experienced third-party mediator.

21 7. The Settlement Agreement is fair, reasonable, adequate, and in the best  
22 interests of the Settlement Class in light of the complexity, expense, and duration of  
23 litigation, as well as the risk involved in establishing liability and damages and in  
24 maintaining the class action through trial and appeal.

25 8. The settlement consideration provided by the Settlement Agreement  
26 constitutes fair value given in exchange for the release of the Released Claims against the  
27 Released Parties. The Court finds that the consideration provided to members of the  
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1 Settlement Class is reasonable, considering the facts and circumstances of the claims and  
2 defenses asserted in the Litigation, and the potential risks and likelihood of success of  
3 alternatively pursuing trial on the merits.

4 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

5 9. The Settlement Agreement is finally approved as fair, reasonable,  
6 adequate, just, and in compliance with all applicable requirements of the United States  
7 Constitution (including the Due Process Clause) and all other applicable laws, and is in  
8 the best interest of the Settlement Class. Any objections have been considered and are  
9 hereby overruled. The Settlement Agreement, which shall be deemed incorporated herein,  
10 and the settlement are finally approved and shall be consummated in accordance with the  
11 terms and provisions thereof, except as amended by any subsequent order issued by this  
12 Court.

13 10. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court certifies the Litigation, for  
14 settlement purposes only, as a class action on behalf of the following Settlement Class  
15 with respect to the claims asserted against Defendant in the Litigation:

16 All natural persons upon whom Defendant produced a report which  
17 included records older than seven years, which included the following  
18 terms in the “charge type” field: “infraction,” “ordinance,” “violation,”  
19 “petty offense,” “traffic,” “citation,” and “civil,” from July 28, 2015 to  
20 March 20, 2018.

21 11. The certification of the Settlement Class shall be binding only with respect  
22 to the settlement of the Litigation. In the event that the Court’s approval of the settlement  
23 is reversed, vacated, or modified in any material respect by this or any other court, the  
24 certification of the Settlement Class shall be deemed vacated, the Litigation shall proceed  
25 as if the Settlement Class had never been conditionally certified (including Defendant’s  
26 right to oppose any subsequent motion for class certification), and no reference to the  
27 Settlement Class, the Settlement Agreement, or any documents, communications, or  
28 negotiations related in any way thereto shall be made for any purpose.

1           12. Pursuant to Fed. R. Civ. P. 23, the Court certifies Named Plaintiff Gregory  
2 Howell as the Class Representative and appoints Berger Montague PC and Schneider  
3 Wallace Cottrell Konecky Wotkyns LLP as Class Counsel.

4           13. For settlement purposes only, the Court finds that the Litigation as to  
5 Defendant satisfies the applicable prerequisites for class action treatment under Fed. R.  
6 Civ. P. 23, namely:

- 7           • The Settlement Class is so numerous that joinder of all members is impracticable;
- 8           • There are questions of law and fact common to the Settlement Class Members;
- 9           • The claims of the Class Representative are typical of the claims of the Settlement  
10           Class Members;
- 11           • The Class Representative and Class Counsel have fairly and adequately represented  
12           and protected the interests of all of the Settlement Class Members;
- 13           • Common questions of law and fact predominate over questions affecting only  
14           individual Settlement Class Members; and
- 15           • Class treatment of these claims will be efficient and manageable, thereby achieving  
16           an appreciable measure of judicial economy, and a class action is superior to other  
17           available methods for a fair and efficient adjudication of this controversy.

18           14. The Plaintiff, Settlement Class Members, and their successors and assigns  
19 are permanently barred and enjoined from instituting or prosecuting, either individually or  
20 as a class, or in any other capacity, any of the Released Claims against any of the Released  
21 Parties, as set forth in the Settlement Agreement. Pursuant to the release contained in the  
22 Settlement Agreement, the Released Claims are compromised, settled, released,  
23 discharged, and dismissed with prejudice by virtue of these proceedings and this Final  
24 Judgment, provided, however, that the Released Claims shall not be construed to limit the  
25 right of Defendant or any member of the Settlement Class to enforce the terms of the  
26 Agreement.



1           20.     This Court hereby dismisses the Litigation against Defendant, including all  
2 claims against Defendant, with prejudice, without costs to any party, except as expressly  
3 provided for in the Settlement Agreement.

4           21.     Finding that there is no just reason for delay, the Court orders that this  
5 Final Order shall constitute a final judgment pursuant to Fed. R. Civ. P. 54 that is binding  
6 on the settling Parties and the Settlement Class.

7 IT IS SO ORDERED.

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9 Date:

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Hon. Sallie Kim  
U.S. Magistrate Judge

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