

AMENDED APPENDIX I

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into this 4th day of October, 2024, by and among (1) Plaintiff,¹ for herself and on behalf of the Settlement Class, and (2) Defendant Robert Half International, Inc.² (RHI), subject to preliminary and final Court approval as required by Rule 23(e) of the Federal Rules of Civil Procedure. As provided herein, RHI, Class Counsel, and Plaintiff Bonnie Magallon hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all claims of Plaintiff and the Settlement Class against RHI in the action titled *Bonnie Magallon and the certified class v. Robert Half International, Inc.*, Case No. 6:13-CV-01478-SI (D. Or) (the “Action”) shall be settled and compromised upon the terms and conditions contained herein.

I. Recitals

1. On August 22, 2013, Plaintiff filed a Complaint alleging willful violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681x (“FCRA”), against RHI. Specifically, Plaintiff alleged that RHI violated the FCRA by taking adverse action upon candidates for employment for whom they received consumer reports by failing to provide proper pre-adverse action notice and copies of their consumer reports.

2. On December 16, 2013, RHI, filed an Answer to the Complaint, *see* ECF 5, and the Parties proceeded to litigate the case for several years, including through September 2024.

3. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Settlement Class. The Parties intend this

¹ “Plaintiff” and other capitalized terms used in this Introduction and in Section I of this Agreement are defined in Section II below.

² Now known as Robert Half Inc.

Agreement to bind Plaintiff, RHI, and all Settlement Class Members who do not timely request to be excluded from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

4. “Action” means *Bonnie Magallon and the certified class v. Robert Half International, Inc.*, Case No. 6:13-CV-01478-SI (D. Or).

5. “Administrative Costs” means all fees paid to the Settlement Administrator for its services related to the Settlement and all out-of-pocket costs and third-party expenses of the Settlement Administrator that are associated with providing notice of the Settlement to the Settlement Class, administering and distributing the Settlement to Releasing Parties, or otherwise administering or carrying out the terms of the Settlement, including but not limited to postage and telecommunications costs.

6. “Agreement” means this Settlement Agreement and Release.

7. “Class Counsel” means:

John Soumilas
James A. Francis
Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Robert S. Sola
Robert S. Sola, P.C.
1500 SW First Avenue
Suite 800

Portland OR 97201

and such other counsel as are identified in Class Counsel's request for attorneys' fees and costs.

8. "Class Period" means the time period specified in the class definition set forth in Section III of this Agreement.

9. "Confidential Information" means all documents, data, discovery materials, and other information provided to Class Counsel by RHI during the course of the Action, whether by formal discovery or otherwise, that were designated as Confidential or Attorneys' Eyes Only. Notwithstanding the above, neither documents nor information described in this paragraph that were filed in the public record during the course of this Action, unless currently under seal, shall be Confidential Information.

10. "Court" means the United States District Court for the District of Oregon.

11. "Day" or "Days," unless otherwise noted, means a calendar day.

12. "E-Mail Notice" means the form of notice that will be e-mailed to Settlement Class Members for whom RHI possesses e-mail addresses, in the form attached hereto as Exhibit A.

13. "Effective Date" means the fifth business day after which all of the following events have occurred:

a. All Parties, RHI's counsel, and Class Counsel have executed this Agreement;

b. The Court has entered without material change the Final Approval Order; and

c. The time for seeking rehearing or appellate review has expired (stipulated to be thirty (30) days from the date of the Final Approval Order), and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or

review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

D. Notwithstanding the foregoing, the Effective Date shall not be earlier than thirty (30) days after Final Approval.

14. “Escrow Account” means an interest-bearing account, held by an FDIC-insured financial institution, into which RHI shall deposit the Settlement Payment Amount. The Escrow Account is to be established consistent with the terms and conditions described in Section XII hereof.

15. “Escrow Agent” means Continental DataLogix, LLC. Class Counsel and RHI may, by agreement, substitute a different organization as Escrow Agent, subject to approval by the Court. In the absence of agreement, either Class Counsel or RHI may move the Court to substitute a different organization as Escrow Agent, upon a showing that the responsibilities of Escrow Agent have not been adequately executed by the incumbent. The Escrow Agent shall administer the Escrow Account.

16. “Final Approval” means the date of the Court’s final approval of the Settlement pursuant to FED. R. CIV. P. 23(e)(2); determination of the amount of fees, costs, and expenses awarded to Class Counsel; and determination of any service award to Plaintiff Magallon. In the event that the Court issues multiple orders addressing the foregoing matters, then the date of Final Approval shall be the date of the last of such orders.

17. “Final Approval Hearing” means a hearing set by the Court for the purpose of determining the fairness, adequacy, and reasonableness of the Settlement and associated

procedures and requirements, pursuant to Section XI hereof. The Final Approval Hearing shall be scheduled no earlier than one hundred eighty (180) days after the Court Notice, and at least one hundred fifty (150) days after the entry of the Preliminary Approval Order.

18. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval. The proposed Final Approval Order that will be submitted pursuant to the Motion for Final Approval of the Settlement shall be in a form agreed upon by Class Counsel and RHI. In the event that the Court issues multiple orders addressing the matters constituting Final Approval, the Final Approval Order includes all such orders.

19. “Final Settlement Class Member” means any person included in the Settlement Class who does not opt out of the Settlement.

20. “Long-Form Notice” means the detailed notice of the Settlement that will be posted on the Settlement Website, in the form attached hereto as Exhibit B.

21. “Mail Notice” means the postcard notice that will be mailed by U.S. Postal Service to Settlement Class Members for whom RHI does not possess e-mail addresses, in the form attached hereto as Exhibit C.

22. “Notice” means the notices of proposed class action settlement that Plaintiff will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

23. “Notice Deadline” means the date by which the Settlement Administrator must complete the Notice Program, which shall be the date ninety (90) days after Preliminary Approval.

24. “Notice Program” means the methods provided for in this Agreement for giving Notice and includes E-Mail Notice, Long-Form Notice, and Mail Notice, (Exhibits A-C to this Agreement). The form of the E-Mail Notice, Mail Notice, and Long-Form Notice shall be agreed upon by Class Counsel and RHI and approved by the Court. By mutual agreement of the Parties

and Court approval, changes may be made to any or all of the forms of Notice. Additional description of the contemplated Notice Program is provided in Section VIII hereof.

25. “Objection Deadline” means the date by which a Settlement Class Member must serve written objections to the Settlement, if any. The Objection Deadline shall be one hundred twenty (120) days after the entry of the Preliminary Approval Order, , or on such other date as the Court may order. The Objection Deadline will be specified in the Notice.

26. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first e-mailed or mailed, and that ends no later than one hundred twenty (120) days after the entry of the Preliminary Approval Order. The deadline for the Opt-Out Period will be specified in the Notice.

27. “Parties” means Plaintiff and RHI.

28. “Plaintiff” means Bonnie Magallon.

29. “Preliminary Approval” means the entry by the Court of the Preliminary Approval Order.

30. “Preliminary Approval Order” means the Order by the Court approving the form and content of Notice of the Settlement to the Settlement Class pursuant to FED. R. CIV. P. 23(e)(1) and preliminarily certifying the Settlement Class, in a form substantially the same as in the attached Exhibit D. The proposed Preliminary Approval Order that will be submitted pursuant to the Motion for Preliminary Approval of the Settlement shall be in a form agreed upon by Class Counsel and RHI.

31. “Released Claims” means all claims to be released as specified in Section XV hereof.

32. “Released Parties” means those persons and entities released as specified in Section XV hereof.

33. “Releases” means all of the releases contained in Section XV hereof.

34. “Releasing Parties” means Plaintiff and all Final Settlement Class Members, and each of their respective past, present, and future heirs, executors, administrators, assigns, beneficiaries, successors, and legal representatives.

35. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.

36. “Settlement Administrator” means the Settlement Administrator selected by Plaintiff and Class Counsel.

37. “Settlement Class” means all persons within the class defined in Section III of this Agreement.

38. “Settlement Class Member” means any person included in the Settlement Class.

39. “Settlement Fund” means the fund established under Section XII hereof. This is not a common fund. It is simply the tax-appropriate fund created by the Settlement Administrator in order to process and effectuate the various payments required by the Agreement.

40. “Settlement Payment Amount” means the amount that RHI agrees to pay, without admission of liability, as the monetary component of this Settlement, as more specifically described in Section XII of this Agreement.

41. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, and in any event no later than thirty (30) days after Preliminary Approval,

as a means for Settlement Class Members to obtain notice of and information about the Settlement. Additional description of the Settlement Website is provided in Section hereof.

42. “RHI” means Defendant Robert Half International, Inc.³, the Defendant in this matter.

III. The Settlement Class

43. The Settlement Class comprises the 2,363 individuals who constitute the class certified by the Court in this action and who were sent class notice pursuant to the Court’s April 16, 2021 Order (ECF 152).⁴

44. In the event that the Settlement does not receive Final Approval, or in the event the Effective Date does not occur, any order certifying the Settlement Class for purposes of effectuating the Settlement and the terms of this Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never sought preliminary approval pursuant to this Agreement and such findings had never been made, and the Action shall return to the procedural *status quo* in accordance with this paragraph. In addition, the Parties shall not be bound by this Settlement’s definition of the Settlement Class; the Parties shall not be permitted to use it as evidence or otherwise in support of any argument or position in any

³ Now known as Robert Half Inc.

⁴ The class certified by the Court comprises the following:

All natural persons residing in the United States (including territories and other political subdivisions) who (i) applied for temporary employment placement through RHI; (ii) about whom RHI obtained a consumer report for employment purposes from the General Information Services, Inc., from August 22, 2008 until November 30, 2017; (iii) the consumer report contained either a “red flag” or a “yellow flag”; and (iv) RHI determined that applicant was “not placeable.” Excluded from the Settlement Class are any person who applied for placement through RHI in June 2012 or later, signed the arbitration agreement acknowledgment form, and did not opt out of the arbitration agreement within 30 days.

motion, brief, hearing, appeal, or otherwise; and the Parties shall retain the right to request that this matter be re-set for trial with the Parties in the same procedural posture as they were at the time of execution of this Agreement. Furthermore, any funds RHI has deposited in the Escrow Account will be returned to RHI by the Escrow Agent, less any amounts expended by the Settlement Administrator in administering the Settlement.

45. This Settlement may be terminated as specified in Section XVII hereof.

IV. Settlement Consideration

46. In settlement of this Action, and without admission of liability, RHI shall pay \$30,000 in class notice and administration costs to the Settlement Administrator, \$15,000 to Plaintiff Bonnie Magallon as a service award and individual settlement, \$955.95 to each of the Final Settlement Class Members, and Class Counsel's reasonable attorneys' fees, costs and expenses as awarded by the Court pursuant to 15 U.S.C. §§ 1681n & 1681o following Class Counsel's fee petition on a lodestar basis according to the process specified at Section VI below. For avoidance of doubt, RHI reserves all rights to challenge the reasonableness of, and to oppose in whole or in part Plaintiff's claim for attorneys' fees, costs and expenses, whether presented as a lodestar figure or in some other format. This Settlement Payment Amount is not a common fund and includes all monetary disbursements incurred by RHI in connection with the Settlement, including but not limited to (a) all monetary payments to the Settlement Class; (b) all Administrative Costs; and (c) all attorneys' fees, costs, and expenses awarded by the Court to Class Counsel; and (d) any service award to Plaintiff Magallon.

V. Court Notice

47. Upon execution of this Agreement, the Parties will notify the Court of the Settlement (“Court Notice”) and request *at that time* that the trial be taken off-calendar, and propose to file their Motion for Preliminary Approval within thirty (30) days.

VI. Settlement Approval

48. Within thirty (30) days of the Court Notice, Plaintiff will (a) seek preliminary approval of the Settlement with the Court; (b) propose that Notice be directed to the Settlement Class within sixty (60) days of Preliminary Approval; and (c) provide an outline of its proposed fee petition to RHI (but not file the same). Within thirty (30) to seventy-five (75) days of the Court Notice, the Parties will in good faith attempt to address and/or resolve any concerns RHI has concerning Plaintiff’s fee petition. The Parties agree to privately mediate any such concerns with Judge Henry Kantor at a mutually agreed upon time via Zoom, but no later than seventy-five (75) days after the Court Notice. At the conclusion of this fee process, RHI will notify Plaintiff as to whether it intends to oppose the fee petition once filed. If the Parties resolve any disagreements concerning Plaintiff’s fee petition before it is filed, RHI agrees to pay Plaintiff the agreed upon compromised counsel fee, costs and expenses request in full; there shall be no right to any reversion. In the case of a compromised counsel fee, costs and expenses request, RHI agrees to pay the compromised amount in full regardless of the amount actually awarded by the Court; in the event the Court awards less than the compromised amount, no unawarded fees, costs or expenses shall be returned to RHI or distributed to Final Settlement Class members, and any such unawarded fees, costs and expenses shall be distributed to a *cy pres* recipient identified by Class Counsel.

49. The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and RHI. The motion for Preliminary Approval shall request that the Court: (1) find that it is likely to approve the terms of the Settlement under FED. R. CIV. P. 23(e)(2); (2) designate Plaintiff Magallon as the representative of the Settlement Class; (3) appoint Class Counsel; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the procedures set forth in Section IX-X hereof and in the Notice Program, for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and counsel for RHI, but no earlier than one hundred eighty (180) days from the date of the Court Notice set forth in Section V and at least one hundred fifty (150) days after the entry of the Preliminary Approval Order, at which the Court will conduct an inquiry to determine whether the proposed Settlement is fair, reasonable, and adequate after considering the factors listed in FED. R. CIV. P. 23(e)(2).

VII. Settlement Administrator

50. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing Notice to Settlement Class Members and distributing payments from the Settlement Fund.

51. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- a. Implementing the Notice Program required by this Agreement;

b. Establishing and maintaining an address for receiving mailed written notifications of exclusion from the Settlement Class;

c. Establishing and maintaining the Settlement Website as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the Preliminary Approval Order, and such other documents as Class Counsel and RHI agree to post or that the Court orders posted on the Settlement Website;

d. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all written notifications of exclusion from the Settlement Class;

g. Providing monthly reports and, no later than five (5) days after the Objection Deadline, a final report to Class Counsel and RHI's counsel that summarizes the number of written notifications of exclusion received that week, the total number of written notifications of exclusion received to date, any objections received that week, and other pertinent information as requested by Class Counsel and RHI's counsel;

h. Paying any taxes pursuant to paragraph 85;

i. At Class Counsel's and/or RHI's counsel's request, in advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that attests to implementation of the Notice Program in accordance with the Preliminary Approval Order and identifies each Settlement Class Member that timely and properly provided written notification of exclusion from the Settlement Class;

j. Paying the remainder of the Settlement Fund to RHI in the event of a termination of the Settlement pursuant to Section XVII hereof;

k. Paying invoices, expenses, and costs upon approval by Class Counsel and RHI's counsel, as provided in this Agreement; and

l. Performing the duties of Escrow Agent as described in this Agreement, and any other function related to the administration of the Settlement at the instruction of Class Counsel and RHI's counsel, including, but not limited to, verifying that Settlement Funds have been distributed as required by Sections XII, XIII, and IV hereof.

52. RHI shall pay \$30,000 for the costs associated with Notice to the Settlement Class and administration of the Settlement as specified in paragraph 46 above. The costs of Notice and administration shall include any fees of and reasonable expenses incurred by the Settlement Administrator in relation to the Settlement; fees of the Escrow Agent; and any other reasonable expenses relating to the establishment, maintenance, and distribution of the Settlement Fund.

VIII. Notice to Settlement Class Members

53. Subject to its statutory and regulatory obligations to protect its customers' private financial information, within fifteen (15) business days of Preliminary Approval, RHI will provide to the Settlement Administrator a list ("Class List") that identifies, subject to the availability of information in reasonably accessible electronic form, the names, Social Security Numbers, last known mailing addresses, and last known e-mail addresses, if available, of the 2,363 Settlement Class Members.

54. Within sixty (60) days of the Preliminary Approval Order, or by the time specified by the Court, the Settlement Administrator shall send Notice to the Settlement Class pursuant to the Notice Program provided herein, using the forms of Notice approved by the Court in the

Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may exclude themselves from (i.e., opt out of) the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date, time, and location of the Final Approval Hearing; and the address of the Settlement Website at which Settlement Class Members may access this Agreement, the Long-Form Notice, and other related documents and information. Class Counsel and RHI's counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include RHI's logos or trademarks or the return address of RHI, or otherwise be styled to appear to originate from RHI.

55. The Notice Program shall include the following components: (1) E-Mail Notice and/or Mail Notice; (2) Long-Form Notice posted on the Settlement Website; and (3) any other components necessary to satisfy the requirements of due process and FED. R. CIV. P. 23.

56. The E-Mail Notice and Mail Notice will direct Settlement Class Members to the Long-Form Notice, which will be posted on the Settlement Website. The E-Mail Notice will include a hyperlink to the Long-Form Notice.

57. The Settlement Administrator shall ensure that the information that it receives from RHI, Class Counsel, and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with industry best practices and applicable law. The Settlement Administrator shall use this information solely for the purpose of administering the Settlement. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from RHI, Class

Counsel, and/or Settlement Class Members without prior written consent of the Parties or by order of the Court.

58. The primary method of notice for Settlement Class Members is individual E-Mail Notice to the last known e-mail address shown on RHI's records. The secondary method of notice is individual Mail Notice to the last-known mailing address shown on RHI's records, or at a more current address, if that information can reasonably be obtained by the Settlement Administrator.

59. Within sixty (60) days of the Preliminary Approval Order, or by the time specified by the Court, the Settlement Administrator shall (1) send E-Mail Notice to Settlement Class Members for whom the Settlement Administrator was provided an e-mail address; and (2) Mail Notice to Settlement Class Members for whom there are no e-mail addresses on file. If an e-mail is returned as undeliverable, the Settlement Administrator shall mail the Mail Notice to the Settlement Class Member for whom the e-mail was returned as undeliverable. The Settlement Administrator shall run the mailing addresses through the National Change of Address Database before mailing. If the mailed postcard is returned as undeliverable, the Settlement Administrator shall use reasonable efforts to locate a current mailing address for the Settlement Class Member and re-mail the notice to the current mailing address.

60. The Notice Program (which is comprised of E-Mail Notice, Mail Notice, and the posting of the Long-Form Notice on the Settlement Website, all as described herein) shall be completed no later than ninety (90) days after Preliminary Approval. Within seven (7) days after the deadline for Settlement Class Members to submit objections, the Settlement Administrator shall provide Class Counsel and RHI's counsel an affidavit that confirms that the Notice Program was completed in a timely manner. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiff's Motion for Final Approval of the Settlement.

61. As soon as practicable following Preliminary Approval, but no later than thirty (30) days after Preliminary Approval, and prior to the sending of Notice, the Settlement Administrator shall establish the Settlement Website and a toll-free telephone line for Settlement Class Members to call with questions. The Internet address (URL) of the Settlement Website and the toll-free number shall be included in all forms of Notice sent to Settlement Class Members.

62. The Settlement Website shall include this Agreement, the Long-Form Notice, the Preliminary Approval Order, and such other documents as Class Counsel and RHI agree to post or that the Court orders posted on the website. The telephone line shall be capable of providing general information concerning the Settlement, including deadlines for objecting to or opting out of the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing. The Settlement Website and toll-free number shall be maintained at least through the Effective Date. Operation of the Settlement Website shall cease no later than sixty (60) days after distribution of the Settlement Fund to Final Settlement Class Members has been completed as set forth in Section XIII, or such other date as Class Counsel and RHI shall agree, and ownership of the Settlement Website URL shall be transferred to RHI within ten (10) days of the date on which operation of the Settlement Website ceases. The Settlement Administrator shall cause to be maintained a record of activities, including inquiries to the Settlement Website, downloads, phone calls, and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the Settlement Website in a computerized database form.

63. Within the parameters set forth in this Section VIII further specific details of the Notice Program shall be subject to the agreement of Class Counsel and RHI.

IX. Exclusions and Opt-Outs

64. The Notice shall include a procedure for Settlement Class Members to opt out of the Settlement. A Settlement Class Member may opt out of the Settlement at any time during the Opt-Out Period. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement, including but not limited to the Releases contained in this Agreement.

65. For an opt-out to be considered by the Court, the opt-out must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, an opt-out shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an opt-out shall be deemed to have been submitted on the shipping date reflected on the shipping label.

66. For an opt-out to be considered by the Court, the opt-out must set forth:
- a. The name of the Action;
 - b. The person's or entity's full name, address, e-mail address, and telephone number;
 - c. A specific statement of the person's or entity's intention to be excluded from the Settlement;
 - d. The identity of the person's or entity's counsel, if represented; and
 - e. The person's signature or the entity's authorized representative's signature and the date on which the request was signed.

67. Within seven (7) days of receiving any opt-out statement, the Settlement Administrator shall provide counsel for the Parties with a copy of the opt-out statement.

68. Settlement Class Opt-Outs are not entitled to receive a payment from the Settlement Fund under this Settlement.

69. Class Counsel shall have the right to contact persons and entities who submit written notifications of exclusion from the Settlement Class.

70. Neither the Parties nor any person acting on their behalf shall seek to solicit or otherwise encourage anyone to opt out of the Settlement

X. Objections

71. The Notice shall include a procedure for Settlement Class Members to object to the Settlement, and/or to Class Counsel's application for attorneys' fees, costs, and expenses. Objections to the Settlement or to the application for fees, costs, expenses must be submitted to the Clerk of the Court or filed on the case docket via CM/ECF.

72. For an objection to be considered by the Court, the Settlement Class Member must not have opted out of the Settlement, and the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice.

73. For an objection to be considered by the Court, the objection must set forth:

- a. The name of the Action;
- b. The objector's full name, address, e-mail address, and telephone number;
- c. A statement with specificity of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- d. The number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any

orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;

g. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;

h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

i. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. The objector's signature (an attorney's signature is not sufficient).

74. All evidence and legal support a Settlement Class Member wishes to use to support an objection must be filed with the Court on or before the Objection Deadline and sent to the Parties postmarked on or before the Objection Deadline. The Parties may file responses to any objections that are submitted and shall have the right to take discovery, including via subpoenas *duces tecum* and depositions, from any objector.

75. Any Settlement Class Member who timely files and serves an objection in accordance with this section may appear at the Final Approval Hearing, either in person or through an attorney, if the Settlement Class Member files a notice with the Court by the Objection Deadline indicating that he or she wishes to appear at the Final Approval Hearing. Failure to adhere to the requirements of this section will bar a Settlement Class Member from being heard at the Final Approval Hearing, either individually or through an attorney, unless the Court otherwise orders.

76. A Settlement Class Member who submitted an Objection may withdraw his or her objections at any time. Any Settlement Class Member who has submitted an opt out request may not submit objections to the Settlement.

77. Neither the Parties nor any person acting on their behalf shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

XI. Final Approval

78. Plaintiff's motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur, which shall be no earlier than one hundred eighty (180) days after the Court Notice and no earlier than one hundred fifty (150) days after the entry of the Preliminary Approval Order.

79. Plaintiff shall file her Motion for Final Approval of the Settlement no later than thirty (30) days before the Final Approval Hearing or by such other deadline as the Court may order.

80. At the Final Approval Hearing, the Court will hear argument on and determine whether to enter a Final Approval Order granting Plaintiff's Motion for Final Approval of the Settlement and Class Counsel's application for attorneys' fees, costs, and expenses. In the Court's

discretion, the Court also may hear from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for attorneys' fees, costs, expenses, provided the objectors filed timely objections that meet all of the requirements listed above.

81. The proposed Final Approval Order that will be attached to Plaintiff's Motion for Final Approval shall be in a form agreed upon by Class Counsel and RHI. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, reasonable, and adequate, and grant Final Approval of the Settlement in accordance with FED. R. CIV. P. 23(e)(2);
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice satisfied due process requirements;
- d. Dismiss the Action with prejudice and without costs;
- e. Bar and enjoin Plaintiff and all Final Settlement Class Members from asserting any of the Released Claims, as set forth in Section XV hereof, including during any appeal from the Final Approval Order;
- f. Release RHI and the Released Parties from the Released Claims, as set forth in Section XV hereof; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including RHI, Plaintiff, all Settlement Class Members, and any objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

82. In the event that the Court does not enter the Final Approval Order in a form substantially the same as submitted, as determined by the Parties, the Parties have the right to terminate this Agreement and the Settlement, per Section XVII below. While materiality remains

subject to the Parties' determination in their reasonable discretion, material changes shall not include any changes to the legal reasoning or format used by the Court to justify the substantive relief sought by the Final Approval Order. In the event that the Effective Date does not occur, the Final Approval Order is vacated or reversed, or the Settlement does not become final and binding, the Parties agree to request that the Court vacate any dismissal with prejudice.

XII. Settlement Fund and Other Consideration

83. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases as set forth in Section XV hereof and the dismissal of the Action with prejudice upon Final Approval, within fourteen (14) days of Preliminary Approval, RHI shall make an initial deposit of \$30,000 toward the Settlement Payment Amount into the Escrow Account to create the Settlement Fund as set forth herein. Within fourteen (14) days of Final Approval, RHI shall deposit the remainder of Settlement Payment Amount needed to fully fund and pay for all aspects of this Settlement, as agreed to by the Parties and/or awarded by the Court following the Final Approval Hearing, into the Escrow Account to create the Settlement Fund as set forth herein.

84. Upon the establishment of the Escrow Account, the Escrow Agent may, but shall not be required to, cause the Settlement Funds in the Escrow Account to be invested, in whole or in part, in interest-bearing short-term instruments or accounts – to be agreed upon by Class Counsel and RHI – that are backed by the full faith and credit of the United States Government or that are fully insured by the United States Government or an agency thereof (the “Instruments”). Class Counsel and RHI shall agree on the FDIC-insured financial institution at which the Escrow Account shall be established, which shall not be RHI. The Escrow Agent may thereafter re-invest the interest proceeds and the principal as they mature in similar Instruments, bearing in mind the

liquidity requirements of the Escrow Account to ensure that it contains sufficient cash available to pay all invoices, taxes, fees, costs, and expenses, and other required disbursements, in a timely manner. Notwithstanding the foregoing, that portion of the Settlement Fund that the Settlement Administrator reasonably estimates needs to be available on a liquid basis to pay on-going costs of settlement administration, as provided in this Agreement, may be placed in one or more insured accounts that may be non-interest-bearing. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account and under the control of the Escrow Agent. The Escrow Agent shall communicate with Class Counsel and counsel for RHI on at least a monthly basis to discuss potential cash needs for the following month. All costs or fees incurred in connection with investment of the Settlement Fund in the Instruments shall be paid out of the investment proceeds or the Settlement Fund.

85. The Settlement Fund at all times shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Fund or otherwise, including any taxes or tax detriments that may be imposed upon RHI or its counsel, or Plaintiff and Class Counsel, with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Fund. Plaintiff and Class Counsel, and RHI and its counsel, shall have no liability or responsibility for any of the Taxes. The Settlement Fund shall indemnify and hold Plaintiff and Class Counsel, and RHI and its counsel, harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

86. The Settlement Fund shall be used for the following purposes:

- a. Distribution of payments to Final Settlement Class Members pursuant to Sections XII, XIII and XIV hereof;
- b. Payment of any service award ordered by the Court to Plaintiff Magallon.
- c. Payment of the Court-ordered award of Class Counsel's attorneys' fees, costs, and expenses pursuant to Section XVI hereof;
- d. Payment of any residual *cy pres* distribution as set forth in Section XIV hereof, together with any Administrative Costs associated therewith;
- e. Payment of all Taxes, including, without limitation, taxes owed as a result of accrued interest on the Escrow Account, subject to approval by Class Counsel and RHI;
- f. Payment of any Administrative Costs, including but not limited to costs related to the Notice Program, and the administration of the Settlement; and
- g. Payment of additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (f) of this paragraph, subject to approval of Class Counsel and RHI.

XIII. Distribution of Settlement Fund

87. As soon as practicable, but in no event later than ten (10) days after the Effective Date, the Settlement Administrator shall distribute the following payments from the Settlement Fund:

- a. The total amount of any service award to Plaintiff Magallon as approved by the Court;
- b. The total amount of any attorneys' fees, costs and expenses as approved by the Court;

- c. The costs of Notice and administration of the Settlement, including tax administration, as agreed upon by Class Counsel and RHI;
- d. Payment of \$955.95 to each Final Settlement Class Member, automatically and without the need to submit a claim.

88. Settlement Fund Payments will be made by checks with appropriate legends, in a form approved by Class Counsel and RHI, to indicate that they are from the Settlement Fund. Prior to mailing Settlement Fund Payment checks, the Settlement Administrator shall attempt to update the last known addresses of the Final Settlement Class Members through the National Change of Address Database or similar databases. The Settlement Administrator shall not mail Settlement Fund Payment checks to addresses from which Notices were returned as undeliverable. Checks will be cut and mailed by the Settlement Administrator and will be sent to the addresses that the Settlement Administrator identifies as valid. Checks shall be valid for ninety (90) days after issuance.

89. The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned as undeliverable and will re-mail it once to the updated address. Settlement Fund Payment checks returned with a forwarding address shall be re-mailed to the new address within seven (7) days.

90. If a Final Settlement Class Member's check is not deposited (or cashed) within ninety (90) days after the check is mailed, (1) the check shall be null and void, and (2) the Final Settlement Class Member shall be barred from receiving a further Settlement Fund Payment under this Settlement; and (3) the amount of the Final Settlement Class Member's award shall revert to the Settlement Fund account and be distributed as described in Section XIV.

91. Any Settlement Fund Payment paid to a deceased Final Settlement Class Member shall be made payable to the estate of the deceased Final Settlement Class Member, provided that the Final Settlement Class Member's estate informs the Settlement Administrator of the Final Settlement Class Member's death before the date that Settlement Fund Payment checks are mailed and provides a death certificate confirming that the Final Settlement Class Member is deceased. If the Final Settlement Class Member's estate does not inform the Settlement Administrator of the Final Settlement Class Member's death before Settlement Fund Payment checks are mailed, then the deceased Final Settlement Class Member will be barred from receiving a Settlement Fund Payment under this Settlement.

92. One hundred (100) days after the Settlement Administrator mails the last distribution check to a Final Settlement Class Member, the Settlement Administrator shall calculate the total number of checks that remain uncashed by Final Settlement Class Members, and the total dollar amount represented by such checks (the "Residual Class Member Funds"). The Settlement Administrator shall calculate the total cost of sending a second check to each Final Settlement Class Member who deposited or cashed their check and determine whether the Residual Class Member Funds are sufficient to provide a second payment of at least \$25.00 to each such Final Settlement Class Member, after payment of the additional costs associated with such additional administration and mailing. If sufficient Residual Class Member Funds are available, the Settlement Administrator shall issue such second payments within one hundred twenty (120) days after the Effective Date. If the Residual Class Member Funds are not sufficient to provide an additional \$25.00 payment, such funds will be distributed to the *cy pres* recipient identified by Class Counsel. Any second checks issued by the Settlement Administrator consistent with this paragraph must be deposited or cashed within ninety (90) days of the date the check is mailed. If

second checks are issued consistent with this paragraph, the Settlement Administrator shall calculate the total amount remaining in the Settlement Fund one hundred (100) days after mailing of such second checks.

93. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Final Settlement Class Members as a result of, or that arise from, any Settlement Fund Payment or any other term or condition of this Agreement.

94. The Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms required for payments made from the Settlement Fund Account as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this section.

95. The Settlement Administrator shall provide the Parties with a reconciliation and accounting of the Settlement Fund Account at each of the following times: (1) no later than ten (10) days after the Settlement Fund Payment checks are mailed; (2) no later than ten (10) days after the expiration of the 90-day period for depositing Settlement Fund Payment checks; and (3) no later than ten (10) days after the expiration of the 90-day period for depositing second checks if any are sent pursuant to paragraph 92 above.

XIV. Cy Pres Distribution

96. In the event that there are any funds remaining in the Settlement Fund Account after the distributions required by Section XIII of this Agreement are completed, then the remaining funds will be delivered to a *cy pres* recipient identified by Class Counsel in connection with the Motion for Final Approval and approved by the Court. The Parties and Settlement Administrator

shall make their best efforts to make such a distribution within two hundred fifty (250) days after entry of the Final Approval Order.

XV. Releases

97. As of the Effective Date, Plaintiff and every Final Settlement Class Member, each on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged RHI and its parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors and assigns, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, or anyone acting on their behalf, but not any consumer reporting agency or third party that provided background information about any Class Member to RHI (collectively, “Releasees”), of any and all legal or equitable claims that were or could have been asserted in the Action relating in any way to RHI’s alleged failure to comply with FCRA section 1681b(b)(3) (“Released Claims”).

98. Additionally, Plaintiff individually agrees on behalf of herself, and on behalf of her respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under her (collectively, “Plaintiff Releasing Parties”), to fully and irrevocably release RHI and its parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors and assigns, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners,

vendors, issuers, or anyone acting on their behalf, but not General Information Services, Inc, (collectively, “Plaintiff Releasees”), of any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that accrued prior to the date of this Settlement Agreement, whether assertable in the form of a cause of action or as a private motion, petition for relief or claim for contempt, or otherwise, and in any court, tribunal, arbitration panel, or any other adjudicatory body, and whether based on any federal, state, local, statutory or common law or any other law, rule, regulation, ordinance, code, contract, common law, or any other source, including the law of any jurisdiction outside the United States (including both direct and derivative claims), including any and all claims for damages, injunctive relief, interest, attorney fees, and litigation expenses (“Plaintiff Released Claims”); provided however, Plaintiff Released Claims exclude claims that cannot be waived by law and the right to report and file any administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing or proceeding before any federal, state, or local government agency.

99. With respect to the Released Claims and Plaintiff Released Claims, Releasing Parties shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state, or local law to the extent any such provision is applicable), which reads:

§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

100. Plaintiff or any Final Settlement Class Member may hereafter discover facts other than or different from those that the Plaintiff or Final Settlement Class Member now knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraphs 97 through 99 hereof, or the law applicable to such claims may change. Nonetheless, each and every Plaintiff and Final Settlement Class Member expressly agrees that, as of the Effective Date, he, she, or it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this paragraph and paragraphs 97 through 98 hereof. Further, each and every Plaintiff and Final Settlement Class Member agrees and acknowledges that he, she, or it shall be bound by this Agreement, including by the releases contained in this paragraph and in paragraphs 97 through 99 hereof, and that all of their claims or potential claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if the Plaintiff or Final Settlement Class Member never receives actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

XVI. Process for Establishing Award of Attorneys' Fees, Costs and Expenses

101. Class Counsel shall provide an outline of its proposed fee petition to RHI (but not file the same) within thirty (30) days of the Court Notice. This outline will include detailed identification of Class Counsel's lodestar (total hours expended in litigating this matter including

anticipated time necessary to complete the settlement approval and administration process, times their reasonable hourly rates).

102. Within seventy-five (75) days of the Court Notice, the Parties will in good faith attempt to address and/or resolve any concerns RHI has concerning Plaintiff's fee petition, including through a private Zoom mediation with Judge Kantor.

103. Within seventy-five (75) days of the Court Notice, RHI will notify Plaintiff as to whether it intends to oppose the fee petition once filed.

104. Plaintiff's fee petition shall be filed no later than one hundred ten (110) days after the Court Notice. Any opposition by RHI shall be filed within thirty (30) days of the fee petition. Plaintiff shall file any reply in further support of the fee petition by March 20, 2025.

105. If the Parties resolve any disagreements concerning Plaintiff's fee petition before it is filed, RHI agrees that to pay the agreed upon compromised counsel fee, costs and expenses request in full; there shall be no right to any reversion of unawarded fees, costs and expenses. RHI agrees that if a compromise amount of fees, costs and expenses is reached, it will deposit sufficient funds to pay that entire amount into the Settlement Fund consistent with paragraph 83 above, regardless of the amount awarded by the Court following the fee petition. If no agreement is reached, RHI shall pay the total amount of attorneys' fees, costs, and expenses awarded by the Court.

106. If the Court does not approve any compromise amount in full, no unawarded fee, costs and expenses amounts will revert to RHI or be distributed to the Final Settlement Class; any such unawarded funds shall remain in the Settlement Fund for distribution to the *cy pres* recipient consistent with Section XIV.

107. The Parties agree that the Court's failure to approve an award of attorneys' fees, costs, or expenses in the amount requested by Class Counsel shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

XVII. Termination of Settlement

108. Subject to the limitations set forth in Section XVI above regarding the Court's determinations with respect to Class Counsel's requests for attorneys' fees, costs, and expenses, this Settlement may be terminated by Class Counsel or RHI by serving on counsel for the opposing Party and filing with the Court a written notice of termination within forty-five (45) days (or such longer time as may be agreed between Class Counsel and RHI) after any of the following occurrences:

- a. Class Counsel and RHI agree to termination;
- b. The Court rejects, materially modifies, materially amends or changes, or declines to grant Preliminary or Final Approval of the Settlement;
- c. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- d. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or RHI reasonably consider material;
- e. The Effective Date does not occur; or
- f. Any other ground for termination provided for elsewhere in this Agreement.

109. No Party may terminate the Settlement because of (1) any intervening change in law affecting the claims alleged in the Action, or (2) the amount of attorneys' fees awarded to Class Counsel.

110. In the event of a termination as provided herein, this Agreement shall be considered null and void; all of RHI's obligations under the Settlement shall cease to be of any force and effect; all amounts in the Settlement Fund shall be returned to RHI within seven (7) days of termination; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. RHI shall not be entitled to recover any amounts already expended as of the time of the notice of termination. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, RHI's right to seek decertification and Plaintiff's right to oppose any such motion. Further, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

111. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with this Section XVII.

XVIII. No Admission of Liability

112. RHI disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind, but expressly denies any such liability or wrongdoing. RHI has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

113. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and

time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims and have concluded that the proposed Settlement set forth in this Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

114. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken or statement made by the Parties in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever, or an admission by RHI of the appropriateness of certification of any litigation class.

115. Neither the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Final Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be, or may be used as, an admission by the Released Parties that any litigation class may be certified.

116. In addition to any other defenses RHI may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

117. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so permits.

118. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, then the applicable date or deadline shall be moved to the next business day.

119. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, successors, beneficiaries, and assigns of the Releasing Parties and the Released Parties.

120. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, to defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement, except that RHI may object to Class Counsel's fee petition. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect so long as this Settlement has not been terminated in accordance with its terms, regardless of events that may occur, or court decisions that may be issued in any other case in any court.

121. Obligation To Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

122. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made, or relied upon, by any Party hereto, except as provided for herein.

123. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

124. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oregon without regard to the principles thereof regarding choice of law, except to the extent federal law controls the issue in dispute.

125. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any handwritten signature submitted by facsimile or through e-mail of an Adobe PDF shall be deemed an original. In addition, the Parties agree that any Electronic Signature by a Party to this Agreement is intended to authenticate this writing and has the same force and effect as a handwritten signature.

126. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program, and the Settlement Administrator. As part of their respective agreements to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

127. Notices. All notices to Class Counsel provided for herein, shall be sent by e-mail with a hard copy sent by overnight mail to:

John Soumilas
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
Telephone: (215) 735-8600
jsoumilas@consumerlawfirm.com

All notices to RHI, provided for herein, shall be sent by e-mail with a hard copy sent by overnight mail to:

Robert Quackenboss
Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue, N.W.
Washington, D.C. 20037
Telephone: (202) 955-1500
rquackenboss@huntonak.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

128. Court Address for Objections. All objections must be sent to the Clerk of Court at the following address:

Clerk of Court
U.S. District Court for the District of Oregon
Mark O. Hatfield United States Courthouse
1000 Southwest Third Avenue
Portland, Oregon 97204-2944

129. CAFA. RHI shall, at its own expense, timely send the notices required by 28 U.S.C. § 1715 no more than ten (10) days after Plaintiff files the motion seeking a Preliminary Approval Order.

130. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for RHI and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

131. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

132. Authority. Class Counsel, Plaintiff, counsel for RHI, and RHI represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and RHI to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

133. Agreement Mutually Prepared. Neither RHI nor Plaintiff, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

134. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. RHI has provided and is providing information to identify Settlement Class Members and allow for calculation of the settlement payments to Plaintiff and Settlement Class Members. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the

discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

135. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read the Agreement and the Releases contained in Section XV hereof, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

136. Return of Confidential Information. Class Counsel, on behalf of themselves and their expert witnesses and consultants as well as others retained by them, acknowledge that during the course of this Action, they have received Confidential Information. No later than thirty (30) days after the Effective Date, Class Counsel shall return to RHI all Confidential Information and certify that they and their expert witnesses and consultants do not retain any copies or summaries or compilations or indices of such information. Within the same time period, Class Counsel will identify for RHI the expert witnesses, outside consultants, and any other individuals or entities to whom Confidential Information was given, and will advise those persons of this requirement and will ensure their compliance with it. The Parties may stipulate to destruction of Confidential Information in lieu of return to RHI. This provision is not intended to cover work product of Class Counsel but is intended to cover Confidential Information that is attached to any work product. Class Counsel shall not use any of the Confidential Information learned or obtained in this Action for any purpose after the Effective Date.

137. Publicity. The Parties, Class Counsel, and RHI's counsel shall not issue press releases or similar public statements, including postings, regarding this Settlement for any purpose

and through any media. In response to any inquires, the Parties, Class Counsel, and RHI's counsel agree to respond only as follows: "The Parties reached an agreement to resolve this matter and have no further comment."

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FOR PLAINTIFF:

Dated:



John Soumilas
Lauren KW Brennan
Robert S. Sola
Class Counsel

Dated: 10/10/24



Bonnie Magallon

FOR DEFENDANT:

Dated: October 10, 2024

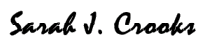
DocuSigned by:



Robert Half International, Inc. (now known as
Robert Half Inc.)
Defendant

Dated: October 10, 2024

Signed by:



Sarah Crooks
Counsel for Defendant

Dated: October 10, 2024



Kevin White
Robert Quackenboss
Evangeline Paschal
Counsel for Defendant

AMENDED EXHIBIT A

EMAIL NOTICE

From: questions@WEBSITE.com [Magallon v. Robert Half Settlement Administrator]
To: [Class Member email address]
Sent: TBD
Subject: Notice of Class Action Settlement – Magallon v. Robert Half International, Inc.

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.

This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	<p>If you do not opt-out of the Settlement, you are entitled to a Settlement check in the amount of \$955.95. You do not need to do anything to receive the check.</p> <p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintain(ed) by RHI for you, and you will give up your right to bring your own lawsuit against RHI about claims related to RHI's practices for providing notice to consumers about the results of background checks used for employment purposes.</p> <p>You may update and/or confirm your address with the Settlement Administrator [link].</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You may exclude yourself from the Settlement if you wish. You will receive no benefits from the Settlement if you do so. This is the only option that will retain your right to bring another lawsuit against RHI about the claims described below. You must request exclusion by [DATE] For more information about how to exclude yourself, see [link to website]</p>
OBJECT	<p>You may object to the terms of the settlement agreement, including the proposed award of attorneys' fees and costs of [\$ [redacted]], and/or the separate service award to the Plaintiff of \$15,000. For more information about these awards, see [link to website].</p> <p>Your deadline to object is [INSERT DATE]. You must do so by writing to the Court (Clerk of Court, U.S. District Court for the District of Oregon, Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204). For more information about what to include in an objection, see [link to website].</p> <p>If the Court approves the settlement, you will still receive a settlement check even if you objected.</p>
GO TO A HEARING	<p>You may speak at the final approval hearing set for [DATE] if you submit an objection that complies with the requirements in the settlement, as long as you mail in a letter saying that you would like to appear and be heard at the hearing.</p>

The below information is a summary of the Settlement terms. To review the full Settlement Agreement or to get more information, including a more detailed description of your rights and options, please click here or visit [\[website\]](#).

What is the Settlement about? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act (“FCRA”) violations by Robert Half International, Inc., now known as Robert Half Inc., (“RHI”) based on the claim that RHI had a practice of taking adverse action against applicants for employment without first providing the applicant a copy of the pertinent background check (also known as a “consumer report”) and a written description of their rights under the FCRA, as required by section 1681b(b)(3) of the FCRA. RHI has asserted that it provided all notices and disclosures required by law, and provided candidates a meaningful opportunity to dispute negative information before any decision was made regarding their application or employment. The Court has not decided which side is right. Full information regarding the Settlement can be found at [\[website\]](#), including the papers filed in support of approval of the settlement

Why am I being contacted? The Court determined, based upon RHI’s records covering August 22, 2008 through November 30, 2017, that you meet the definition of the class previously certified by the Court: All natural persons residing in the United States (including territories and other political subdivisions) who: (i) applied for temporary employment placement through RHI (ii) about whom RHI obtained a consumer report for employment purposes from the General Information Services, Inc., from August 22, 2008 until the present; (iii) the consumer report contained either a “red flag” or a “yellow flag;” and (iv) RHI determined the applicant was “not placeable.” The class does not include any person who applied for placement through RHI in June 2012 or later, signed the arbitration agreement acknowledgement form, and did not opt out of the arbitration agreement within 30 days.

What are the Settlement terms? RHI has agreed to pay \$955.95 to each Settlement Class Member, \$30,000 to cover the costs of class notice and administration, \$15,000 to Plaintiff Bonnie Magallon as a service award and individual settlement, and \$[\[amount to be added after conclusion of fee process in sec. VI of Agreement\]](#) in attorneys’ fees, costs, and litigation expenses based upon the time and expenses counsel expended in connection with this litigation. The fee petition will be available on the website by January 25, 2025.

How do I get my Settlement payout? Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check, please contact the Settlement Administrator at [\[ADMINISTRATOR\]](#).

You can exclude yourself from the Settlement. If you do not want to be bound by the Settlement, you may exclude yourself by [\[DATE\]](#), 2025. If you do not exclude yourself, you will release your claims against RHI. For more information on how to exclude yourself, please visit [\[website\]](#).

You can object to some or all of the Settlement terms. You may object to the Settlement, including the requested amount of attorneys’ fees, costs, and expenses or the service award. The deadline for objections is [\[DATE\]](#), 2025. You can get more information about what must be included with objections at [\[website\]](#).

The Final Approval Hearing The Court will hold a hearing on [\[DATE\]](#), 2025 to consider whether to approve the Settlement. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to [\[ADMINISTRATOR\]](#). Please do not contact RHI or the Court for information.

AMENDED EXHIBIT B

LONG FORM NOTICE

YOU ARE A MEMBER OF A CLASS ACTION

DO NOT THROW THIS AWAY. A FEDERAL COURT APPROVED THE MAILING OF THIS NOTICE TO YOU. PLEASE READ IT TO LEARN ABOUT YOUR RIGHTS

[Name and address]

Dear :

You are receiving this notice because you are a member of a Class in a lawsuit pending in the United States District Court for the District of Oregon titled *Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.) (the “Action”). You were previously sent notice of the case in June 2021, and you are now receiving another notice because the parties have reached a settlement. As such, you are entitled to certain rights and options, which are summarized below. There is more detailed information about the case and settlement following the summary.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	<p>If you do not opt-out of the Settlement, you are entitled to a Settlement check in the amount of \$955.95. You do not need to do anything to receive the check.</p> <p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintain(ed) by RHI for you, and you will give up your right to bring your own lawsuit against RHI about claims related to RHI’s practices for providing notice to consumers about the results of background checks used for employment purposes.</p> <p>You may update and/or confirm your address with the Settlement Administrator [link].</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring another lawsuit against RHI about the claims described below. You must request exclusion by [DATE]. For more information about how to exclude yourself, see Question 10 below.</p>
OBJECT	<p>You may object to the terms of the settlement agreement, including the proposed award of attorneys’ fees and costs counsel fees of [\$], and/or the separate service award to the Plaintiff of \$15,000. For more information on these awards, see Questions 6 and 14 below.</p> <p>Your deadline to object is [INSERT DATE]. You must do so by writing to the Court (Clerk of Court, U.S. District Court for the District of Oregon, Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204). For more information about what you must include in an objection, see Questions 13 and 16 below.</p> <p>If the Court approves the settlement, you will still receive a settlement check if you objected.</p>
GO TO A HEARING	<p>You may speak at the final approval hearing, set for [DATE] if you submit an objection and mail in a letter saying that you would like to appear and be heard at the hearing.</p>

ADDITIONAL CASE DETAILS

QUESTIONS? CALL [**PHONE NUMBER**] OR VISIT [**WEBSITE**]

You are a member of the certified class in lawsuit pending in the United States District Court for the District of Oregon titled *Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.) (the “Action”). In the Action, an individual asserts violations of the Fair Credit Reporting Act (“FCRA”) based on the claim that Robert Half International, Inc., now known as Robert Half, Inc., (“RHI”) had a practice of taking adverse action against applicants for employment without first providing the applicant a copy of the pertinent background check (also known as a “consumer report”) and a written description of their rights under the FCRA, as required by section 1681b(b)(3) of the FCRA. RHI has asserted that it provided all notices and disclosures required by law, and provided candidates a meaningful opportunity to dispute negative information before any decision was made regarding their application or employment. The Court has not decided which side is right. The Court has preliminarily approved the proposed settlement agreement (available at [website]) to which the parties have agreed (the “Settlement”). A hearing is scheduled for [DATE] to decide whether to approve the Settlement and whether to approve Class Counsel’s request for attorneys’ fees and expenses. If you received a written or email notice about the settlement, it is because the Court determined, based upon RHI’s records covering August 22, 2008 through November 30, 2017, that you are a member of the following Class:

All natural persons residing in the United States (including territories and other political subdivisions) who: (i) applied for temporary employment placement through Robert Half International, Inc. (“RHI”); (ii) about whom RHI obtained a consumer report for employment purposes from the General Information Services, Inc., from August 22, 2008 until the present; (iii) the consumer report contained either a “red flag” or a “yellow flag;” and (iv) RHI determined the applicant was “not placeable.” The class does not include any person who applied for placement through RHI in June 2012 or later, signed the arbitration agreement acknowledgement form, and did not opt out of the arbitration agreement within 30 days.

Read this notice carefully. This notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member. You may also review the full Settlement Agreement and the papers filed in support of approval of the Settlement on the [website.]. Class counsel are seeking \$[amount to be added after conclusion of fee

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

process in sec. VI of Agreement] in attorneys' fees, costs, and litigation expenses based upon the time and expenses counsel expended in connection with this litigation. Class Counsel's full request for attorneys' fees, costs, and expenses will be available on the website by January 25, 2025.

These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court still has to decide whether or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class.

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BASIC INFORMATION

1. Why is there a notice?

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Michael Simon, of the United States District Court for the District of Oregon, is overseeing this case, *Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.). The person who sued—Bonnie Magallon—is the Plaintiff. Robert Half International, Inc., now known as Robert Half, Inc., (“RHI”) is the Defendant.

2. What is this litigation about?

The lawsuit claims that RHI had a practice of taking adverse action against applicants for employment without first providing the applicant a copy of the pertinent background check (also known as a “consumer report”) and a written description of their rights under the FCRA, as required by section 1681b(b)(3) of the FCRA.

You can review the complaint in this lawsuit on the website [[website](#)]. RHI has asserted that it provided all notices and disclosures required by law, and provided candidates a meaningful opportunity to dispute negative information before any decision was made regarding their application or employment. The Court has not decided which side is right.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiff) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a Class.

4. Why is there a Settlement?

The Court has not decided in favor of either Plaintiff or RHI (together, the “Parties”). Instead, the two sides have agreed to a Settlement. In doing so, the Parties avoid the costs and uncertainty of litigation and a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that RHI did anything wrong. RHI denies all claims in this case. The Class Representative and her lawyers believe the proposed Settlement is in the best interests of Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then you are on the list of people that the Court determined, based upon RHI's records covering August 22, 2008 through November 30, 2017, are members of the Class. All Settlement Class Members applied for temporary placement through RHI (or a division of RHI such as "OfficeTeam") and RHI received a background check about them for employment purposes from General Information Services, Inc. between August 2008 and November 2017. The report included a "red flag" or a "yellow flag" because of information contained in the report. The Court decided that RHI determined each class member was "not placeable" because of the background report. The Class does not include anyone who applied to RHI in June 2012 or later, signed the arbitration agreement acknowledgement form, **and** did not opt out of the arbitration agreement within 30 days.

5. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at [\[website\]](#) or call the toll-free number, [\[number\]](#). You may also send questions to the Settlement Administrator at [\[Administrator\]](#).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

If the Court approves the Settlement and it becomes final, RHI will pay \$955.95 to each Settlement Class Member, \$30,000 to cover the costs of class notice and administration, \$15,000 to Plaintiff Bonnie Magallon as a service award and individual settlement, and \$[\[amount to be added after conclusion of fee process in sec. VI of agreement\]](#) in attorneys' fees, costs, and litigation expenses based upon the time and expenses counsel expended in connection with this litigation.

7. How much will my payment be?

Each Settlement Class Member will receive a check for \$955.95.

8. When will I receive my payment?

Settlement Class Members do not need to do anything to receive the cash awards under the Settlement. If the Court approves the Settlement and it becomes final, then a check will automatically be sent by mail to the address you maintain(ed) with RHI. Please go to [\[website\]](#) to confirm your mailing address for delivery of your check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

9. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member, each

QUESTIONS? CALL [\[PHONE NUMBER\]](#) OR VISIT [\[WEBSITE\]](#)

on behalf of himself, herself, or itself, and on behalf of his, her, or its respective heirs, executors, assigns, beneficiaries, predecessors, and successors, and any person or entity claiming under them (collectively, “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged RHI and its parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors and assigns, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, or anyone acting on their behalf, but not any consumer reporting agency or third party that provided background information about any Class Member to RHI (collectively, “Releasees”), of any and all legal or equitable claims that were or could have been asserted in the Action relating in any way to RHI’s alleged failure to comply with FCRA section 1681b(b)(3) (“Released Claims”). Section XIV of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at [website].

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from the Settlement, and you want to keep the right to sue RHI on your own about the claims in this case or any other Released Claims, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

10. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a statement with the following information:

- The name of this Action (*Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.));
- Your full name, address, e-mail address, and telephone number;
- The identity of the counsel representing you in this Action, if any;
- A statement that you want to be excluded from the Settlement in this Action;
- Your signature and date of execution.

You must submit your exclusion request no later than [DATE], 2025 to [Settlement Administrator].

11. If I do not exclude myself, can I sue RHI for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue RHI for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

12. If I do not exclude myself, can I sue RHI for the same thing later?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

13. Do I have a lawyer in the case?

The Court has appointed counsel to represent you and others in the Settlement Class as “Class Counsel”:

John Soumilas
James A. Francis
Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Robert S. Sola
Robert S. Sola, P.C.
1500 SW First Avenue
Suite 800
Portland OR 97201

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

The Parties have agreed that RHI will pay Class Counsel attorneys’ fees, costs and expenses approved by the Court pursuant to the FCRA. Class Counsel will ask the Court to approve an award of \$[specific dollar amount to be added at conclusion of fee process in sec. VI of agreement] based upon their time and expense records. [If agreement reached per Section VI of Agreement, add: RHI has agreed to pay up to this amount if approved by the Court]. Class Counsel will file their motion seeking attorneys’ fees and expenses by [DATE]. That motion will be available at [website] by January 25, 2025. The Court will review Class Counsel’s request and determine the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel's request for attorneys' fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court
U.S. DISTRICT COURT FOR THE DISTRICT OF Oregon
Mark O. Hatfield United States Courthouse
1000 Southwest Third Avenue
Portland, Oregon 97204-2944

Your objection must be submitted on or before [DATE], 2025 and must include:

- The name of this Action *Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.);
- Your full name, address, e-mail address, and telephone number;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- If applicable, the number of times your counsel or your counsel's law firm have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees (the "Final Approval Hearing");
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- A list of all persons who you or your counsel will call to testify at the Final Approval Hearing in support of the objection; and
- Your signature (an attorney's signature is not sufficient).

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. You may attend

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

and you may ask to speak, but you don't have to do so.

16. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on [DATE], 2025 at [TIME] at the Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue Portland, Oregon 97204-2944. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check [website] for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses. We do not know how long these decisions will take. No. Class Counsel will answer any questions the Court may have. But you may attend the hearing

17. Do I have to attend the hearing?

at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 16 above and in Section IX of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 16 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Magallon v. Robert Half International, Inc.*, Case No. 6:13-cv-01478-SI (D. Or.);
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than [DATE], 2025, to the addresses in Question 16 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive the benefits to which you are entitled under this Settlement.

GETTING MORE INFORMATION

20. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement.

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

You can obtain the complete Settlement Agreement at [[website](#)]. You also may write with questions to the Settlement Administrator at [[Settlement Administrator](#)], or call the toll-free number, [[number](#)]. **Please do not contact RHI or the Court for information.**

QUESTIONS? CALL [[PHONE NUMBER](#)] OR VISIT [[WEBSITE](#)]

AMENDED EXHIBIT C

MAIL NOTICE

Magallon v. Robert Half
 c/o Settlement Administrator
 P.O. Box 16
 West Point, PA 19486

ID#
 Name
 Address Line 1
 Address Line 2
 City, State, Zip Code

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.

This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	<p>If you do not opt-out of the Settlement, you are entitled to a Settlement check in the amount of \$955.95. You do not need to do anything to receive the check.</p> <p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintain(ed) by RHI for you, and you will give up your right to bring your own lawsuit against RHI about claims related to RHI’s practices for providing notice to consumers about the results of background checks used for employment purposes.</p> <p>You may update and/or confirm your address with the Settlement Administrator.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You may exclude yourself from the Settlement if you wish. You will receive no benefits from the Settlement if you do so. This is the only option that will retain your right to bring another lawsuit against RHI about the claims described below. You must request exclusion by [DATE] For more information about how to exclude yourself, please visit the settlement website.</p>
OBJECT	<p>You may object to the terms of the settlement agreement, including the proposed award of attorneys’ fees and costs of [\$], and/or the separate service award to the Plaintiff of \$15,000. For more information about these awards, see the Settlement Website</p> <p>Your deadline to object is [INSERT DATE]. You must do so by writing to the Court (Clerk of Court, U.S. District Court for the District of Oregon, Oregon, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue, Portland, Oregon 97204). For more information about what to include in an objection, see the settlement website.</p> <p>If the Court approves the settlement, you will still receive a settlement check even if you objected.</p>
GO TO A HEARING	<p>You may speak at the final approval hearing set for [DATE] if you submit an objection that complies with the requirements in the settlement, as long as you mail in a letter saying that you would like to appear and be heard at the hearing.</p>

The below information is a summary of the Settlement terms. To review the full Settlement Agreement or to get more information, including a more detailed description of your rights and options, visit [\[website\]](#).

What is the Settlement about? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act (“FCRA”) violations by Robert Half International, Inc., now known as Robert Half Inc., (“RHI”) based on the claim that RHI had a practice of taking adverse action against applicants for employment without first providing the applicant a copy of the pertinent background check (also known as a “consumer report”) and a written description of their rights under the FCRA, as required by section 1681b(b)(3) of the FCRA. RHI has asserted that it provided all notices and disclosures required by law, and provided candidates a meaningful opportunity to dispute negative information before any decision was made regarding their application or employment. The Court has not decided which side is right. Full information regarding the Settlement, including papers filed in support of approval of the Settlement, can be found at [\[website\]](#).

Why am I being contacted? The Court determined, based upon RHI’s records covering August 22, 2008 through November 30, 2017, that you meet the definition of the class previously certified by the Court: All natural persons residing in the United States (including territories and other political subdivisions) who: (i) applied for temporary employment placement through RHI (ii) about whom RHI obtained a consumer report for employment purposes from the General Information Services, Inc., from August 22, 2008 until the present; (iii) the consumer report contained either a “red flag” or a “yellow flag;” and (iv) RHI determined the applicant was “not placeable.” The class does not include any person who applied for placement through RHI in June 2012 or later, signed the arbitration agreement acknowledgement form, and did not opt out of the arbitration agreement within 30 days.

What are the Settlement terms? RHI has agreed to pay \$955.95 to each Settlement Class Member, \$30,000 to cover the costs of class notice and administration, \$15,000 to Plaintiff Bonnie Magallon as a service award and individual settlement, and \$[\[to be added at conclusion of fee process per sec. VI of Agreement\]](#) in attorneys’ fees, costs, and litigation expenses based upon the time and expenses counsel expended in connection with this litigation. The fee petition will be available on the website by January 25, 2025.

How do I get my Settlement payout? Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check, please contact the Settlement Administrator at [\[ADMINISTRATOR\]](#).

You can exclude yourself from the Settlement. If you do not want to be bound by the Settlement, you may exclude yourself by [\[DATE\]](#), 2025. If you do not exclude yourself, you will release your claims against RHI.

You can object to some or all of the Settlement terms . You may object to the Settlement including the requested amount of attorneys’ fees, costs, and expenses or the service award. The deadline for objection is [\[DATE\]](#), 2025. The Long Form Notice available at the Settlement website, listed below, explains how to object.

The Final Approval Hearing The Court will hold a hearing on [\[DATE\]](#), 2025 to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to [\[ADMINISTRATOR\]](#). **Please do not contact RHI or the Court for information.**

AMENDED EXHIBIT D

IN THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

BONNIE MAGALLON,
On behalf of herself and all others similarly
situated,

Plaintiff,

v.

ROBERT HALF INTERNATIONAL, INC.,
a foreign corporation,

Defendant.

Civil No. 6:13-cv-01478-SI

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT AND
DIRECTING NOTICE TO THE
SETTLEMENT CLASS**

The Court, having reviewed the Settlement Agreement entered into by the parties, hereby Orders that:

1. For the reasons set forth herein, the Court grants preliminary approval of the Settlement Class defined as:

All natural persons residing in the United States (including territories and other political subdivisions) who (i) applied for temporary employment placement through RHI; (ii) about whom RHI obtained a consumer report for employment purposes from the General Information Services, Inc., from August 22, 2008 until November 30, 2017; (iii) the consumer report contained either a “red flag” or a “yellow flag”; and (iv) RHI determined that applicant was “not placeable.” Excluded from the Settlement Class are any person who applied for placement through RHI in June 2012 or later, signed the arbitration agreement acknowledgment form, and did not opt out of the arbitration agreement within 30 days.

2. The Settlement Agreement entered into between the Plaintiff Bonnie Magallon and Defendant Robert Half International, Inc.¹ as of October 7, 2024, appears, upon preliminary review, to be fair, reasonable, and adequate to the Class. Accordingly, the proposed settlement is preliminarily approved, pending a fairness hearing as provided for herein.

3. The Court finds this action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) for settlement purposes.

4. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on _____, 2025 [No sooner than 150 days after date of Order] in Courtroom 15B, Mark O. Hatfield United States Courthouse, 1000 Southwest Third Avenue. Portland, Oregon 97204-2944, at _____ .m. for the following purposes:

(a) To finally determine whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);

¹ Now known as Robert Half Inc.

(b) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(c) To determine whether a final judgment should be entered dismissing the claims of the Class;

(d) To consider the application of Class Counsel for an award of attorneys' fees and expenses, and for an individual settlement and service award to the Class Representative; and

(e) To rule upon other such matters as the Court may deem appropriate.

5. Within fourteen (14) days of the entry of this Order, Defendant shall make an initial deposit of \$30,000 toward the Settlement Payment Amount into the Escrow Account to create the Settlement Fund.

6. Within fifteen (15) business days of the entry of this Order, Defendant shall provide the Settlement Administrator with the Class List that identifies, subject to the availability of information in reasonably accessible electronic form, the names, Social Security Numbers, last known mailing addresses, and last known e-mail addresses, if available, of the 2,363 Settlement Class Members. The Settlement Administrator shall proceed with the notice plan as set forth in the Settlement Agreement.

7. The Court finds that the manner of giving notice set forth in the parties' Settlement Agreement fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

8. A Class Member may object to the settlement. To exercise this objection right, the Class Member must provide written notice of the objection via first class mail to the Clerk of

Court, Class Counsel, and Defendant's Counsel. For an objection to be considered by the Court, the objection must be postmarked no later [Date of Order + 111 days], as specified in the Notice.

For an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Action;
- b. The objector's full name, address, e-mail address, and telephone number;
- c. A statement with specificity of all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- d. The number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection;
- e. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection;
- g. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. The objector's signature (an attorney's signature is not sufficient).

9. The right to object must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

10. Class Counsel's fee petition shall be submitted no later than January 24, 2025. Any opposition by Defendant shall be filed by February 24, 2025, and any reply by Class Counsel shall be filed within thirty (30) days prior to the Final Approval Hearing.

11. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement and for an individual award to the Class shall be filed not later than fourteen (14) days before the Final Approval Hearing.

12. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HON. MICHAEL SIMON
UNITED STATES DISTRICT JUDGE

Dated: _____