

EXHIBIT A

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

18 JASMINE WHITE, on behalf of herself
and others similarly situated,

19 Plaintiff,

20 v.

21 RBD STAFFING, INC. dba
22 SALESMAKERS, a Florida
corporation, and SPRINT/UNITED
23 MANAGEMENT CO., a Kansas
corporation,

24 Defendants.
25

Case No. 15-cv-08519-GHK (KLSx)

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

26 Trial Date: None Set
27 Judge: Hon. George H. King
28

1 This Joint Stipulation for Class Action Settlement (“Joint Stipulation”) is
2 made and entered by and between Plaintiff Jasmine White (“Plaintiff”), on behalf of
3 herself and on behalf of others similarly situated, and RBD Staffing, Inc., and
4 Sprint/United Management Company (collectively “Defendants”).

5 This Joint Stipulation shall be binding on Plaintiff and the class she purports to
6 represent, and Defendants and their insurers, brands, concepts, affiliates,
7 subsidiaries, successors, assigns, and any individual or entity which could be jointly
8 liable with Defendants, subject to the terms and conditions hereof and the approval
9 of the Court.

10 **THE PARTIES STIPULATE AND AGREE:**

- 11 1. Plaintiff and Defendants are collectively referred to as “the Parties.”
- 12 2. On September 6, 2016, the Parties attended mediation with the
13 Honorable Herbert B. Hoffman (Ret.).
- 14 3. On December 5, 2016, the Parties entered a Memorandum of
15 Understanding (“MOU”), which is fully incorporated.
- 16 4. Subject to preliminary and final approval by the Court, the Parties have
17 agreed to settle and resolve all claims, causes of actions, and primary rights asserted
18 in the lawsuit entitled *White v. RBD Staffing, Inc. et al.*, Case No. 15-cv-08519-GHK
19 (KLSx) (“Action”), on these terms.
- 20 5. The Parties investigated facts and law during the prosecution of the
21 Action. The investigation included the exchange of information pursuant to formal
22 and/or informal discovery, numerous meetings and conferences between
23 representatives of the Parties, and mediation. Counsel for the Parties also have
24 investigated the applicable law as applied to the facts discovered regarding the
25 alleged claims of Plaintiff and potential defenses thereto, and the damages claimed
26 by Plaintiff, on behalf of herself and the class she seeks to represent. Among other
27 things, discovery focused on Plaintiff’s allegations that: (1) RBD conducted
28 background checks on applicants and employees after providing an improper

1 background check disclosure and authorization form (“D&A form”), in violation of
2 the federal Fair Credit Reporting Act (“FCRA”) and California’s Investigative
3 Consumer Reporting Agencies Act (“ICRAA”); (2) RBD failed to provide required
4 disclosures to applicants and employees before taking an adverse action based on a
5 background check, in violation of the FCRA; (3) RBD failed to provide applicants
6 and employees, on whom it was taking adverse action, with an adverse action
7 disclosure in violation of the FCRA and the ICRAA. Discovery included information
8 regarding class data and background check records. The Parties conducted their own
9 evaluations on the potential recoveries based on the claims alleged in the Action.

10 6. Nothing in this Joint Stipulation, nor the fact of this Joint Stipulation
11 itself, shall be construed or deemed as an admission of liability, culpability,
12 negligence, or wrongdoing by Defendants. Nothing herein shall constitute an
13 admission by Defendants that the Action was properly brought as a class or
14 representative action other than for settlement purposes. The settlement of the
15 Action, the negotiation and execution of this Joint Stipulation, and all acts performed
16 or documents executed under or in furtherance of this Joint Stipulation or the
17 settlement: (i) are not, shall not be deemed to be, and may not be used as, an
18 admission or evidence of any wrongdoing or liability by Defendants or of the truth of
19 any of the factual allegations in the operative complaint; (ii) are not, shall not be
20 deemed to be, and may not be used as, an admission or evidence of any fault or
21 omissions by Defendants in any civil, criminal, or administrative proceeding in any
22 court, administrative agency or other tribunal; and (iii) are not, shall not be deemed
23 to be, and may not be used as, an admission or evidence of the appropriateness of
24 these or similar claims for class certification or administration other than to
25 administer this Joint Stipulation.

26 7. For purposes of this Joint Stipulation, there shall be two separate
27 classes: the “FCRA/California Pre-Authorization Class” and the “FCRA/California
28 Adverse Action Class.” Members of the FCRA/California Pre-Authorization Class

1 and FCRA/California Adverse Action Class are collectively referred to as “Class
2 Members.”

3 8. For purposes of this Joint Stipulation, the “FCRA/California Pre-
4 Authorization Class” shall be defined as follows:

5 **ALL PERSONS RESIDING IN THE UNITED STATES WHO**
6 **APPLIED FOR EMPLOYMENT OR WERE EMPLOYED BY**
7 **RBD STAFFING, INC., DOING BUSINESS AS SALESMAKERS,**
8 **INC., OR ONE OF ITS AFFILIATES, INCLUDING THOSE**
9 **PLACED OR CONSIDERED FOR PLACEMENT WITH**
10 **SPRINT/UNITED MANAGEMENT CO., AND ON WHOM RBD**
11 **STAFFING, INC., DOING BUSINESS AS SALESMAKERS, INC.,**
12 **OR ONE OF ITS AFFILIATES, PROCURED ONE OR MORE**
13 **BACKGROUND CHECKS (INCLUDING, AS DEFINED UNDER**
14 **CALIFORNIA LAW, INVESTIGATIVE BACKGROUND**
15 **CHECKS) THROUGH CONSUMER REPORTING AGENCIES**
16 **HIRERIGHT AND/OR BACKGROUNDCHECKS.COM**
17 **BETWEEN OCTOBER 30, 2013, AND MAY 23, 2016.**

18 9. For purposes of this Joint Stipulation, the “FCRA/California Adverse
19 Action Class” shall be defined as follows:

20 **ALL PERSONS RESIDING IN THE UNITED STATES WHO**
21 **APPLIED FOR EMPLOYMENT OR WERE EMPLOYED BY**
22 **RBD STAFFING, INC., DOING BUSINESS AS SALESMAKERS,**
23 **INC., OR ONE OF ITS AFFILIATES, INCLUDING THOSE**
24 **PLACED OR CONSIDERED FOR PLACEMENT WITH**
25 **SPRINT/UNITED MANAGEMENT CO., AND AGAINST WHOM**
26 **RBD STAFFING, INC., DOING BUSINESS AS SALESMAKERS,**
27 **INC., OR ONE OF ITS AFFILIATES, TOOK ADVERSE**
28 **EMPLOYMENT ACTION BETWEEN OCTOBER 30, 2013, AND**
JULY 21, 2016, BASED, IN WHOLE OR IN PART, ON
INFORMATION IN A BACKGROUND CHECK (INCLUDING,
AS DEFINED UNDER CALIFORNIA LAW, AN
INVESTIGATIVE BACKGROUND CHECK) PROCURED
THROUGH CONSUMER REPORTING AGENCIES
HIRERIGHT AND/OR BACKGROUNDCHECKS.COM.

10. At the time of mediation, Defendants represented that the
FCRA/California Pre-Authorization Class consists of approximately 14,313 class
members and the FCRA/California Adverse Action Class consists of approximately
331 class members.

11. The settlement described herein will resolve fully and finally all claims
due or claimed to be due in the Action by all Class Members who do not opt-out of
the settlement, as well as all claims listed herein.

1 12. Solely to settle the Action only, the Parties stipulate and agree that the
2 requisites for establishing class certification regarding the Class Members have been
3 met and are met. The Parties stipulate and agree that:

4 A. The Class Members are ascertainable and so numerous as to
5 make it impracticable to join all Class Members;

6 B. There are common questions of law and fact;

7 C. Plaintiff believes her claims are typical of the claims of the Class
8 Members;

9 D. Plaintiff and Class Counsel will fairly and adequately protect the
10 interests of the Class Members;

11 E. The prosecution of separate actions by Class Members would
12 create the risk of inconsistent adjudications, which would establish incompatible
13 standards of conduct; and

14 F. Plaintiff believes questions of law and fact common to the Class
15 Members predominate over individual questions and that a class action is superior to
16 other available means for the fair and efficient adjudication of the controversy.

17 13. Defendants deny any liability or wrongdoing of any kind whatsoever
18 associated with the claims alleged in the Action. Defendants further deny that, for
19 any purpose other than settling the Action, these claims are appropriate for class or
20 representative treatment. Plaintiff, on the other hand, believes she filed a meritorious
21 action and that class certification is appropriate. In sum, Plaintiff contends that: (1)
22 RBD conducted background checks on applicants and employees after providing an
23 improper background check D&A form, in violation of the FCRA and ICRAA; (2)
24 RBD failed to provide required disclosures to applicants and employees before
25 taking an adverse action based on a background check, in violation of the FCRA; (3)
26 RBD failed to provide applicants and employees, on whom it was taking adverse
27 action, with an adverse action disclosure in violation of the FCRA and the ICRAA.
28 Plaintiff also contends that these violations violate California's Unfair Competition

1 Law. Plaintiff also believes the Action is appropriate for class certification, as the
2 requisites for class certification can be satisfied.

3 14. Defendants deny that they have engaged in any unlawful activity, have
4 failed to comply with the law in any respect, or have any liability to anyone under
5 the claims asserted in the Action. The Parties expressly acknowledge that this Joint
6 Stipulation is entered into for the purpose of compromise of highly disputed claims
7 and nothing herein is an admission of liability or wrongdoing by Defendants.
8 Whether or not the settlement becomes final, neither the settlement, nor any
9 document, statement, proceeding or conduct related to the settlement or this Joint
10 Stipulation, nor any reports or accounting thereof, shall be construed as, offered or
11 admitted in evidence as, received as, or deemed to be evidence for any purpose
12 adverse to Defendants, including, but not limited to, evidence of a presumption,
13 concession, indication or admission by Defendants of any liability, fault,
14 wrongdoing, omission, concession, or damage; or, disclosed, referred to or offered in
15 evidence against Defendants, in any further proceeding in the Action, or any other
16 civil, criminal, or administrative action or proceeding except for purposes of
17 effectuating the settlement pursuant to this Joint Stipulation. This section and all
18 other provisions of this Joint Stipulation notwithstanding, any and all provisions of
19 this Joint Stipulation may be admitted in evidence and otherwise used in any and all
20 proceedings to enforce any or all terms of this Joint Stipulation or in defense of any
21 claims released or barred by this Joint Stipulation.

22 15. The Parties hereby agree that the formula for allocating the settlement
23 payments, as defined in herein, to the Class Members described below is reasonable
24 and that the payments provided are designed to provide a fair settlement to the Class
25 Members. Based on their own independent investigations and evaluations,
26 Defendants and Plaintiff and their respective counsel are of the opinion that the
27 settlement for the consideration and on the terms set forth in this Joint Stipulation is
28 fair, reasonable, and adequate, and is in the best interests of the Class Members and

1 Defendants, in light of all known facts and circumstances and the risks inherent in
2 litigation, including the potential appellate issues. Class Counsel believe that the
3 settlement amount entered into is in the best interests of the Class Members and that
4 the settlement for the Class Members is fair, reasonable, and adequate, especially
5 given the inherent risk of litigation.

6 16. Plaintiff, Class Counsel, Defendants and Defendants' respective
7 counsel, agree to the conditional certification of the Class Members for the sole
8 purpose of effectuating this settlement. Should the settlement not become final, for
9 whatever reason, the fact that the Parties were willing to stipulate to class
10 certification as part of the settlement shall have no bearing on, and shall not be
11 admissible in connection with, the issue of whether a class should be certified in a
12 non-settlement context or any other legal proceeding in any jurisdiction. Defendants
13 expressly reserve the right to oppose class certification in the Action should the
14 settlement not become final.

15 17. The purpose of this Joint Stipulation is to settle and compromise all
16 claims by Plaintiff and the Class Members for (a) all claims due or claimed to be due
17 by the Class Members asserted in the operative complaint, and (b) all claims listed
18 herein.

19 18. The settlement embodied in this Joint Stipulation contemplates the (a)
20 entry of an order approving certification of the Class Members; (b) entry of a final
21 order approving settlement of the Action; (c) entry of judgment; (d) discharge of
22 Defendants from liability for any and all claims relating to the Action; and (e) release
23 by the Plaintiff and the Class Members of all claims arising out of Defendants'
24 background check practices.

25 19. It is the intention of the Parties that this Joint Stipulation shall constitute
26 a full and complete settlement and release of all of Plaintiff's and the Class
27 Members' claims arising from or related to the allegations made in the Action
28 against Defendants and other parties related to Defendants identified herein.

1 20. The Parties will seek preliminary and final approval of this settlement as
2 soon as possible. Plaintiff's counsel shall prepare all paperwork necessary to obtain
3 preliminary and final approval. Defendants' counsel agree to cooperate in good faith
4 to accomplish this objective.

5 21. The gross settlement amount is \$700,000.00, all-inclusive. The gross
6 settlement amount is the maximum amount Defendants can be required to pay under
7 this settlement. Payments to Class Members and payments for attorney fees and
8 costs, claims administration fees, and incentive award to Plaintiff shall all be
9 deducted from the gross settlement amount.

10 22. RBD Staffing, Inc. shall pay the gross settlement amount within 30
11 calendar days after final approval of the settlement.

12 23. This settlement is a non-reversionary and claims-made settlement. Class
13 members must submit a claim form to receive a payment under the settlement.

14 **TERMS OF SETTLEMENT**

15 NOW THEREFORE, in consideration of the mutual covenants, promises, and
16 agreements set forth herein, the Parties agree, subject to the Court's approval, as
17 follows.

18 24. It is agreed by and among Plaintiff and Defendants that any claims,
19 damages, or causes of action arising out of the disputes which are the subject of the
20 Action, and any claims of Plaintiff listed herein, be settled and compromised as
21 between the Class Members and Defendants, subject to the terms and conditions set
22 forth in this Joint Stipulation and the approval of the Court.

23 25. The effective date of this settlement shall be: 1) Absent any objection(s)
24 to the settlement, the date the Court enters an Order granting final approval of the
25 settlement and entering Judgment thereon (withdrawn objections are not considered
26 to be objections for purposes of this section); (2) If any objection(s) are filed, which
27 are not withdrawn, then sixty-one (61) calendar days following the date final
28

1 approval of the settlement was granted; or (3) If a timely appeal is filed, the date of
2 final resolution of that appeal resulting in Final Approval of the Settlement.

3 26. Settlement Payments to the Class Members: After deducting from the
4 gross settlement amount payments for attorney fees and costs, claims administration
5 fees, and payment of Plaintiff’s incentive award the residual settlement funds (“Net
6 Settlement Fund”) will be paid on a *pro rata* basis to those Class Members who
7 submit valid and timely Claim Forms as set forth herein (“Participating Claimants”
8 or “Participating Class Members”). The Claims Administrator will be responsible for
9 issuing 1099 Forms only if required.

10 (a) Allocation Method. The Claims Administrator will make equal
11 payments to each Participating Class Member in the
12 FCRA/California Pre-Authorization Class. Participating Class
13 Members in the FCRA/California Pre-Authorization Class who are
14 also Class Members in the FCRA/California Adverse Action Class
15 will receive double the settlement amount payment.

16 27. Class Counsel Fees and Costs: Defendants will not object to a claim for
17 attorney fees up to 30% of the gross settlement amount but the Court shall approve
18 the fees requested. Defendants will also not object to a claim for costs up to \$10,000
19 by Plaintiff’s counsel but the Court shall approve the costs requested. Attorney fees
20 and costs will be taken from the gross settlement amount.

21 28. Class Representative: Defendants will not object to an incentive award
22 for Plaintiff of up to \$5,000, to be taken from the gross settlement amount.

23 29. The Claims Administrator shall cause the settlement payments to be
24 mailed to the Class Members within 30 calendar days after the Court’s final approval
25 of the settlement if no objections by the Class Members have been filed, or within 60
26 days of the final approval order if an objection is made but no appeal is filed, or
27 within 60 days of the date the judgment is final and no longer subject to appeal if an
28 appeal is filed.

1 30. The Class Members shall have 180 calendar days to cash their
2 settlement checks. The Claims Administrator shall pay any residue from uncashed
3 checks to the National Consumer Law Center.

4 31. The Claims Administrator shall provide written notice to Defendants no
5 later than five calendar days after the opt-out filing deadline with a complete list of
6 the Class Members who have effectively opted-out of the settlement.

7 32. The Parties agree that if more than 10% of the Class Members opt-out
8 of the settlement, Defendants shall have the right to rescind the settlement if the
9 Parties cannot agree on appropriate modifications to the settlement terms. If
10 Defendants rescind the settlement, they will be responsible for administration costs
11 incurred at the time of rescission.

12 **CLAIMS ADMINISTRATION**

13 33. The Parties have agreed to the appointment of CPT Group, Inc. to
14 perform the customary duties of Claims Administrator. Claims administration
15 expenses will be approximately \$73,000, to be paid from the gross settlement
16 amount. The Claims Administrator shall:

17 A. Prepare, print, and mail the Class Members the notice of
18 settlement. The Claims Administrator will substitute electronic mail for U.S. Postal
19 Service notice for whom it obtains an electronic mail address.

20 B. Skip trace and re-mail all returned, undelivered mail within seven
21 days of receiving notice that the mailing was undeliverable.

22 C. Establish an interactive internet website containing information
23 about the settlement with the capability to accept on-line submissions of claim forms.

24 D. Establish an interest bearing bank account for the deposit of the
25 gross settlement amount and deposit those funds into such account upon receipt.

26 E. Identify the Class Members, determine the correct settlement
27 payments and withholdings, if necessary, and timely forward all requisite
28 information to the Parties.

1 F. Coordinate with Defendants to research and/or investigate any
2 disputes, challenges, or objections submitted by the Class Members.

3 G. Identify and report opt-outs.

4 H. Prepare and circulate a declaration of responses.

5 I. Prepare and circulate a declaration of compliance.

6 J. Identify any checks that are not timely cashed in accordance with
7 the terms of this Joint Stipulation and provide such information to the Parties.

8 K. Confirm to the Parties the payments to be remitted by the Claims
9 Administrator and mail settlement checks to the Class Members, the fees awarded to
10 Class Counsel, and the incentive award to Plaintiff.

11 L. Provide written confirmation to the Parties when the notice of
12 settlement has been served pursuant to this Joint Stipulation.

13 M. Attempt to resolve any disagreement with the Class Members and
14 may request any information or assistance from Defendants or Class Counsel that the
15 Claims Administrator believes may assist in resolving the disagreement. Defendants'
16 records shall be presumed to be correct, which may only be rebutted by evidence,
17 including any documentary evidence, submitted by the Class Members.

18 N. Provide to the Parties a final, detailed list of all payments from
19 the gross settlement fund and provide to Defendants the Internal Revenue Service
20 forms, if any, provided to the Class Members.

21 O. Any funds from checks not cashed within the requisite period of
22 time and funds from checks returned as undeliverable shall revert to the gross
23 settlement amount. If economically feasible, these reverted funds will be distributed
24 *pro rata* to Participating Class Members. However, if the Parties and the Claims
25 Administrator believe the *pro rata* payment is not economically feasible to
26 distribute, it shall be distributed to the proposed *Cy Pres* recipient, the National
27 Consumer Law Center, pursuant to Court approval.

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1 P. All such other tasks required by this Joint Stipulation, as the
2 Parties mutually agree or as the Court orders.

3 **NOTICE TO THE SETTLEMENT CLASS**

4 34. The Parties agree that within 15 calendar days after preliminary
5 approval of this Joint Stipulation, Defendants will provide to the Claims
6 Administrator all of the following information about the Class Members in a format
7 requested by the Claims Administrator: (1) name, (2) most current mailing address
8 and telephone number, (3) most current e-mail address, and (4) social security
9 number. Prior to mailing, the Claims Administrator will perform a search based on
10 the National Change of Address Database information to update and correct for any
11 known or identifiable address changes.

12 35. Within 21 calendar days after receipt of the class data list by the Claims
13 Administrator, a Postcard Notice of Settlement in the form attached hereto as Exhibit
14 1 (or as modified by the Court) shall be sent by first class mail, or the Notice of
15 Settlement shall be sent by e-mail (if known) in the form attached hereto as Exhibit 2
16 (or as modified by the Court) by the Claims Administrator to the Class Members.
17 The Claims Administrator will also create and maintain an interactive website for the
18 submission of Claim Forms in the form attached hereto as Exhibit 3 (or as modified
19 by the Court). The Claims Administrator will post an Opt-Out Form in in the form
20 attached hereto as Exhibit 4 (or as modified by the Court). The Claims
21 Administrator will post a Claim Form in the form attached hereto as Exhibit 5 (or as
22 modified by the Court).

23 36. Notices returned to the Claims Administrator as non-delivered shall be
24 skip-traced and re-sent to the forwarding address, if any, on the returned envelope
25 within seven days of receiving notice that a Notice of Settlement was undeliverable.
26 A returned Notice of Settlement will be forwarded only once by the Claims
27 Administrator. If a Class Member's e-mail address is no longer valid, Claims
28 Administrator will used best efforts to locate a mailing address for such Class

1 Member. The Claims Administrator will follow the preceding steps applicable to
2 mailed notices. Upon completion of these steps by the Claims Administrator,
3 Defendants shall be deemed to have satisfied its obligation to provide the Notice of
4 Settlement to the Class Members. Such affected persons shall be bound by a release
5 of all claims alleged in the operative complaint in Action and all the terms of the
6 Joint Stipulation and the Court's order and final judgment.

7 37. Subject to Court approval, the Class Members shall have 45 calendar
8 days from the date that the Claims Administrator mails the Notice of Settlement to
9 him or her to properly submit a Claim Form or Opt-Out Form. Any claims or
10 requests for exclusions submitted after the close of the period will not be honored. In
11 order for the claim or opt-out to be valid, Class Members must electronically submit
12 the Claim Form or Opt-Out Form on the settlement website, by the designated date
13 (within 45 days from the date the Notice of Settlement is first mailed/e-mailed).

14 38. Class Members shall have 30 days from the date the Notice of
15 Settlement is first mailed/e-mailed to submit any dispute regarding their estimated
16 settlement payments.

17 39. Class Members who do not effectively opt-out of the settlement as
18 provided herein shall be given the opportunity to object to the terms of the settlement
19 and to participate at the final fairness and approval hearing. Class Members seeking
20 to file a written objection to the terms of the settlement must provide the written
21 objection to the Claims Administrator and/or the Court no later than 45 calendar days
22 after the original date of mailing/e-mailing of the Notice of Settlement by the Claims
23 Administrator. Class Members who fail to file and serve a timely written objection in
24 the manner specified above shall be deemed to have waived any objections and shall
25 be foreclosed from objecting to the terms of the settlement unless otherwise ordered
26 by the Court.

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1 **RELEASE BY THE NAMED PLAINTIFF AND THE CLASS**

2 40. Plaintiff and Class Members who have not effectively opted-out of the
3 settlement fully release and discharge Defendants (as defined herein) from any and
4 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
5 attorney fees, penalties, damages, or causes of action which relate to or arise out of
6 the allegations asserted in the operative complaint in the Action and any and all
7 related claims, including but not limited to claims for violations of the FCRA and
8 ICRAA and each and every claim that could have been alleged against Defendants
9 arising out of the facts, circumstances, and primary rights in the Action. Plaintiff and
10 Class Members do not release claims for unemployment compensation, disability,
11 workers' compensation, discrimination, retaliation, and other claims unrelated to the
12 Action. The time period covered by this release is the Class Period.

13 41. The Parties acknowledge and agree that the settlement shall be effective
14 as a full and final accord and satisfaction and settlement of, and as a bar to, each and
15 every claim that has been alleged or could have been alleged against Defendants
16 arising out of the facts, circumstances, and primary rights in the Action.

17 42. Class Members who have not effectively opted-out of the settlement
18 will release all known and unknown claims against Defendants pursuant to
19 California Civil Code § 1542 that have been alleged or could have been alleged
20 arising out of the facts, circumstances, and primary rights in the Action. The class
21 claims will be dismissed with prejudice following final approval of settlement by the
22 Court.

23 43. Plaintiff will generally release all known and unknown claims against
24 Defendants pursuant to California Civil Code § 1542. Plaintiff will dismiss all claims
25 with prejudice. Plaintiff also agrees not to apply for employment with Defendants in
26 the future unless the Parties first agree otherwise in writing. Section 1542 states:

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1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
2 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
3 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
4 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR**
5 **HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
6 **SETTLEMENT WITH THE DEBTOR.**

7 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

8 44. Following final approval by the Court of the settlement provided for in
9 this Joint Stipulation and payment of all funds due, Class Counsel will submit a
10 proposed final order and judgment:

11 A. Approving the settlement, adjudging the terms thereof to be fair,
12 reasonable, and adequate, and directing consummation of its terms and provisions;

13 B. Approving Class Counsel's application for an award of attorney
14 fees and costs;

15 C. Approving the incentive award to Plaintiff;

16 D. Approving claims administration costs; and

17 E. Entering judgment permanently barring and enjoining the Class
18 Members who did not effectively opt-out from prosecuting against Defendants, any
19 individual or class claims released herein, upon satisfaction of all payments and
20 obligations hereunder.

21 45. Parties' Authority: The signatories hereto hereby represent that they are
22 fully authorized to enter into this Joint Stipulation and bind the Parties hereto to the
23 terms and conditions thereof.

24 46. Payments: The settlement embodied in this Joint Stipulation shall
25 become final on the earlier of (i) the Court's final approval of this settlement if no
26 objections by Class Members have been filed, or (ii) the final resolution of any
27 appeal of objections such that the judgment is no longer subject to appeal.

28 47. Confidentiality: The Parties acknowledge and agree the facts and
allegations underlying the Action between the Parties shall be confidential unless
they are in the public record, have previously been publically disclosed, or if any

1 confidentiality rights have been waived. In consideration for the promises set forth
2 herein in this Joint Stipulation, the Parties agree that the terms and conditions of this
3 Joint Stipulation shall remain strictly confidential and that the Parties shall not
4 discuss, disclose, disseminate, or publicize the facts and allegations underlying the
5 Action, or the terms and conditions of this Joint Stipulation, except: (i) as necessary
6 to a tax return preparer and/or taxing agencies, (ii) as necessary to the Parties
7 attorneys, (iii) as required by law; and/or (iv) in response to an order of a court or
8 governmental agency of competent jurisdiction or subpoena issued under proper
9 authority. Additional disclosures may be made by Plaintiff to her immediate family;
10 disclosures by Defendants' to their employees and agents to the extent necessary to
11 effectuate the terms of the agreement, or who otherwise have a need to know the
12 terms for a legitimate business purpose; tax advisors; and accounting or public filing
13 purposes or to otherwise comply with reporting duties. Nothing in this agreement
14 restricts, or is intended to restrict, communications between Plaintiff, her counsel,
15 and class members. If contacted by the media, the Parties will merely inform them
16 that the case has been resolved, and refer them to the public filings.

18 48. Continuing Jurisdiction: The Court shall retain continuing jurisdiction
19 over Action to ensure the continuing implementation of the provisions of this Joint
20 Stipulation. This Joint Stipulation is enforceable pursuant to Code of Civil Procedure
21 § 664.6.

22 49. No Prior Assignments: The Parties and their counsel represent,
23 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
24 encumbered, or purported to assign, transfer, or encumber to any person or entity any
25 portion of any liability, claim, demand, action, cause of action or rights herein
26 released and discharged except as set forth herein.

27 50. No Admission: Nothing contained herein, nor the consummation of this
28 Joint Stipulation, is to be construed or deemed an admission of liability, culpability,

1 negligence, or wrongdoing on the part of Defendants. The Parties hereto have
2 entered into this Joint Stipulation solely with the intention to avoid further disputes
3 and litigation with the attendant inconvenience and expenses.

4 51. Enforcement Actions: In the event that one of the Parties institutes any
5 legal action or other proceeding to enforce the provisions of this Joint Stipulation or
6 to declare rights and/or obligations under it, the successful party shall be entitled to
7 recover from the unsuccessful party reasonable attorney fees and costs, including
8 expert witness fees incurred in connection with any enforcement actions.

9 52. Notices: Unless otherwise specifically provided herein, all notices,
10 demands or other communications given hereunder shall be in writing and shall be
11 deemed to have been duly given as of the third business day after mailing, addressed
12 as follows:

13 TO PLAINTIFF AND CLASS MEMBERS:

14 Anthony J. Orshansky, Esq.
15 anthony@counselonegroup.com
16 Justin Kachadoorian, Esq.
17 justin@counselonegroup.com
18 COUNSELONE, P.C.
19 9301 Wilshire Boulevard, Suite 650
20 Beverly Hills, CA 90210

21 TO RBD STAFFING, INC.:

22 Spencer C. Skeen, Esq.
23 spencer.skeen@ogletreedeakins.com
24 Tim L. Johnson, Esq.
25 tim.johnson@ogletreedeakins.com
26 OGLETREE, DEAKINS, NASH,
27 SMOAK & STEWART, P.C.
28 4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122

1 TO SPRINT/UNITED MANAGEMENT CO.:

2 Harold M. Brody, Esq.
3 hbrody@proskauer.com
4 Tracey L. Silver, Esq.
5 tsilver@proskauer.com
6 PROSKAUER ROSE LLP
7 2049 Century Park East, 32nd Floor
8 Los Angeles, CA 90067

9 53. Construction: The Parties hereto agree that the terms and conditions of
10 this Joint Stipulation are the result of lengthy, intensive arms-length negotiations
11 between the Parties, and this Joint Stipulation shall not be construed in favor of or
12 against any of the Parties.

13 54. Captions and Interpretations: Paragraph titles or captions contained
14 herein are inserted as a matter of convenience and for reference, and in no way
15 define, limit, extend, or describe the scope of this Joint Stipulation or any provision
16 hereof. Each term of this Joint Stipulation is contractual and not merely a recital.

17 55. Modification: This Joint Stipulation may not be changed, altered, or
18 modified, except in writing and signed by the Parties hereto, and approved by the
19 Court. This Joint Stipulation may not be discharged except by performance in
20 accordance with its terms or by a writing signed by the Parties hereto. No rights
21 hereunder may be waived except in writing.

22 56. Binding on Assigns: This Joint Stipulation shall be binding upon and
23 inure to the benefit of the Parties hereto and their respective heirs, trustees,
24 executors, administrators, successors, and assigns.

25 57. Counterparts: This Joint Stipulation may be executed in counterparts
26 and each counterpart shall be deemed an original, and, when taken together with
27 other signed counterparts, shall constitute one Joint Stipulation, which shall be
28 binding upon and effective as to all Parties.

[SIGNATURES ON NEXT PAGE]

1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

2 DATED: By: JASMINE WHITE
3

4 DATED: COUNSELONE, P.C.
5 By: Anthony J. Orshansky
6 Justin Kachadoorian
7 Attorneys for Plaintiff JASMINE WHITE

8 **RBD STAFFING, INC. AND COUNSEL FOR RBD STAFFING, INC.**

9 DATED: By: Jimmy Ralph
10 On behalf of Defendant RBD
11 STAFFING, INC.

12 DATED: OGLETREE, DEAKINS, NASH, SMOAK &
13 STEWART, P.C.
14 By: Spencer C. Skeen
15 Tim L. Johnson
16 Attorneys for Defendant RBD
17 STAFFING, INC.

18 **SPRINT/UNITED MANAGEMENT CO. AND COUNSEL FOR**
19 **SPRINT/UNITED MANAGEMENT CO.**

20 DATED: 12/16/16 By: Heather Hamilton
21 Heather Hamilton
22 On behalf of Defendant
23 SPRINT/UNITED MANAGEMENT
24 COMPANY

25 DATED: 12/16/16 PROSKAUER ROSE LLP
26 By: Harold M. Brody
27 Tracey L. Silver
28 Attorneys for Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

1
2 DATED:

By: Jasmine White 12/15/16
JASMINE WHITE

3
4 DATED: 12/15/16

COUNSELONE, P.C.
By: Anthony J. Orshansky
Justin Kachadoorian
Attorneys for Plaintiff JASMINE WHITE

5
6
7 **RBD STAFFING, INC. AND COUNSEL FOR RBD STAFFING, INC.**

8 DATED:

9 By: _____
Jimmy Ralph
On behalf of Defendant RBD
STAFFING, INC.

10
11 DATED:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

12
13 By: _____
Spencer C. Skeen
Tim L. Johnson
Attorneys for Defendant RBD
STAFFING, INC.

14
15
16 **SPRINT/UNITED MANAGEMENT CO. AND COUNSEL FOR**
SPRINT/UNITED MANAGEMENT CO.

17 DATED:

18 By: _____
Heather Hamilton
On behalf of Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

19
20
21 DATED:

PROSKAUER ROSE LLP
22 By: _____
Harold M. Brody
Tracey L. Silver
Attorneys for Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

1
2 DATED:

By: _____
JASMINE WHITE

3
4 DATED:

COUNSELONE, P.C.

5 By: _____
6 Anthony J. Orshansky
Justin Kachadoorian
Attorneys for Plaintiff JASMINE WHITE

7 **RBD STAFFING, INC. AND COUNSEL FOR RBD STAFFING, INC.**

8 DATED:

9 By: _____
10 Jimmy Ralph
On behalf of Defendant RBD
STAFFING, INC.

11 DATED: 12/16/16

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

12 By: _____
13 Spencer C. Skeen
14 Tim L. Johnson
15 Attorneys for Defendant RBD
STAFFING, INC.

16 **SPRINT/UNITED MANAGEMENT CO. AND COUNSEL FOR**
17 **SPRINT/UNITED MANAGEMENT CO.**

18 DATED:

By: _____
19 Heather Hamilton
20 On behalf of Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

21 DATED:

PROSKAUER ROSE LLP

22 By: _____
23 Harold M. Brody
24 Tracey L. Silver
25 Attorneys for Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED:

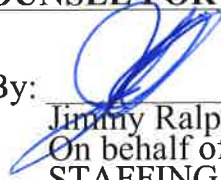
By: _____
JASMINE WHITE

DATED:

COUNSELONE, P.C.
By: _____
Anthony J. Orshansky
Justin Kachadoorian
Attorneys for Plaintiff JASMINE WHITE

RBD STAFFING, INC. AND COUNSEL FOR RBD STAFFING, INC.

DATED:

By:  _____ as President
Jimmy Ralph
On behalf of Defendant RBD
STAFFING, INC.

DATED:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
By: _____
Spencer C. Skeen
Tim L. Johnson
Attorneys for Defendant RBD
STAFFING, INC.

**SPRINT/UNITED MANAGEMENT CO. AND COUNSEL FOR
SPRINT/UNITED MANAGEMENT CO.**

DATED:

By: _____
Heather Hamilton
On behalf of Defendant
SPRINT/UNITED MANAGEMENT
COMPANY

DATED:

PROSKAUER ROSE LLP
By: _____
Harold M. Brody
Tracey L. Silver
Attorneys for Defendant
SPRINT/UNITED MANAGEMENT
COMPANY