

FILED
San Francisco County Superior Cou.

NOV 20 2020

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

DEBORAH HUBBARD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

L'OREAL USA, INC., and DOES 1 through
100, inclusive,

Defendants

Case No. CGC-18-567952

ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiff Deborah Hubbard ("Plaintiff") and Defendant L'Oreal USA, Inc. ("Defendant") have entered into the proposed Amended Stipulation and Agreement For Class Action Settlement (attached as Exhibit B to the Further Supplemental Declaration of Mark S. Greenstone in support of Preliminary Approval of Class Action Settlement (Nov. 12, 2020)) ("Settlement Agreement")¹, which, if approved, would resolve the putative class action. Plaintiff has filed a motion for preliminary approval of class action settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court determines and Orders as follows:

1. The Court has jurisdiction over this matter and venue is proper.

¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 2. This Action is provisionally certified as a class action, for settlement purposes only,
2 pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The
3 Settlement Class is defined as follows:

4 “All persons, who have not otherwise released their claims against L’Oréal, regarding
5 whom Defendant procured or caused to be procured a consumer report for employment
6 purposes during the Class Period.” The Class Period is, as defined in the Agreement, the time
7 period from and including July 10, 2013 through and including July 1, 2015.

8 3. The Court conditionally approves the proposed settlement as within the range of possible
9 final approval.

10 4. The Court conditionally appoints Thomas D. Rutledge of The Law Offices of Thomas D.
11 Rutledge; Mark S. Greenstone of Greenstone Law APC, Brian R. Short of ShortLegal, APC; and Mark
12 L. Godino of Glancy Prongay & Murray as Class Counsel for the Settlement Class.

13 5. The Court preliminarily appoints named plaintiff Deborah Hubbard as Class
14 Representative for the Settlement Class.

15 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
16 Representative and Class Counsel fairly and adequately represent and protect the interests of the absent
17 Settlement Class.

18 7. The Court approves and appoints Phoenix Class Administration Solutions (“Phoenix”) to
19 serve as the Settlement Administrator and directs Phoenix to carry out all duties and responsibilities of
20 the Settlement Administrator specified in the Settlement Agreement.

21 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of
22 class notice set forth in the Settlement Agreement. The Court approves the form and content of the
23 notice form substantially in the form proposed by counsel as follows: the Class Notice that will be
24 mailed attached as **Exhibit A**, and the Class Notice that will be e-mailed attached as **Exhibit B**, here
25 (and attached as Exhibits A and B to the Settlement Agreement). The Court finds that the Notice
26 constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to
27 the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the
28 terms of the Settlement, procedures for objecting to, and opting out of, the settlement, and time and

1 place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of
2 due process, and complies with applicable law, including California Code of Civil Procedure Section
3 382 and California Rule of Court 3.769.

4 9. No later than **January 1, 2021 (thirty (30) business days after entry of this order)**,
5 Defendant's counsel shall provide the Settlement Administrator with Class Member's names, last known
6 residential addresses, and, where available, last known e-mail addresses (collectively, the "Class List").

7 10. Before mailing the Notice, the Settlement Administrator shall perform an address search
8 using the United States Postal Service National Change of Address ("NCOA") database and update the
9 addresses contained on the Class List with the newly-found addresses, if any. No later than **January 29,**
10 **2021 (twenty (20) business days after receiving the Class List from Defendant)**, the Settlement
11 Administrator shall mail **Exhibit A** to the Settlement Class via first-class regular U.S. Mail and e-mail
12 **Exhibit B** to the Settlement Class, using the most current mailing and e-mail address information
13 available.

14 11. If a Notice from the initial notice mailing is returned as undeliverable with or without a
15 forwarding address, the Settlement Administrator will promptly re-mail the Notice within **five (5)**
16 **business days**. If a Notice from the initial notice mailing is returned as undeliverable with no
17 forwarding address, the Settlement Administrator will attempt to obtain a current address for the
18 Settlement Class to whom the returned Class Notice has been mailed by undertaking skip tracing. If a
19 Class Notice is re-mailed to another address within thirty (30) days of the Objection/Exclusion Deadline,
20 the Class Member will be provided up to thirty (30) days after the re-mailing to postmark or deliver a
21 request for exclusion, an objection, subject to the time limits in Section III.C.5 of the Settlement
22 Agreement.

23 12. Except for those re-mailed Notices, the deadline by which Settlement Class may opt out,
24 or object shall be **90 calendar days** from the date of mailing of the original mailing of the Notice (or
25 **April 29, 2021**). This is a postmark deadline.

26 13. Any Settlement Class Member who desires to be excluded from the settlement must
27 timely mail his or her written request for exclusion. To be valid, any request for exclusion must include
28 the Class Member's full name, address, telephone number, last four digits of the social security number

1 and signature, and an express statement of the Class Member that he/she wishes to be excluded from the
2 Settlement. All such persons who properly and timely exclude themselves from the settlement shall not
3 be in the Settlement Class and shall have no rights with respect to the settlement, and no interest in the
4 settlement proceeds.

5 14. Any Settlement Class member who wishes to object to the settlement should send an
6 objection to the Settlement Administrator via mail. To be valid, any objection must include the Class
7 Member's full name, current mailing address, last four digits of the social security number and
8 signature, the case name and number, a written statement of all grounds for the objection, all evidence
9 and supporting papers for the Court's consideration, and a statement whether the Class Member intends
10 to appear at the final approval hearing.

11 15. If any request for exclusions or objections are defective, the Settlement Administrator will
12 notify Class Members that his or her submission is defective and that the defect must be cured to render
13 the request for exclusion or objection valid. The Class Member will have **14 calendar days** from the
14 date the Settlement Administrator administers notice of the deficiencies to cure.

15 16. Settlement Class members will have one hundred and eighty (180) calendar days from
16 the date of issuance of the check to cash their check. In the event a check has not been cashed within
17 one hundred and eighty (180) days, the Settlement Administrator shall donate all uncashed checks to Bet
18 Tzedek Legal Services.

19 17. All papers filed in support of plaintiff's motion for attorneys' fees and costs, and a
20 service award, shall be filed by **April 14, 2021**. This date is at least fourteen (14) days prior to the
21 deadline for submitting requests for exclusion and objections. Class Counsel shall file their motion for
22 final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment no later
23 than **April 29, 2021**.

24 18. A final approval hearing shall be held on **May 13, 2021 at 9:00 a.m.**² in Department 613,
25 San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court will
26 determine whether the settlement should be finally approved as fair, reasonable and adequate to the
27

28 ² If any Notices are re-mailed, such that the deadline for the Settlement Group Member to object, or opt-
out is extended, the parties must request to continue the Final Approval Hearing date if necessary.

1 Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class
2 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a
3 service award should be approved.

4 19. The Court reserves the right to modify the date of the Final Approval Hearing and related
5 deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by
6 Order of the Court without further notice to the Class Members.

7 20. If for any reason the Court does not approve the Settlement, it will be of no force or
8 effect, and the Parties shall be returned to their original respective positions.

9 21. Pending the final determination of whether the settlement should be approved, all
10 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
11 terms of the settlement, are hereby stayed.

12
13 IT IS SO ORDERED.

14 Dated: November 20, 2020



15
16 ANDREW Y.S. CHENG
17 Judge of the Superior Court

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Exhibit A

2 SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO
3 NOTICE OF CLASS ACTION SETTLEMENT

4 **PARA UNA VERSIÓN EN ESPAÑOL DE ESTE AVISO, POR FAVOR VAYA**
5 **A [INSERT SETTLEMENT WEBSITE].**

6 *You are not being sued. This notice affects your rights. Please read it carefully.*

7 To: All persons whom L'Oreal USA, Inc. ("L'Oreal") procured a consumer report for employment
8 purposes between July 10, 2013 and July 1, 2015.

9 The Honorable _____ of the Superior Court for the State of California, County of
10 San Francisco, preliminarily approved of a proposed settlement ("Settlement") on _____ in the above-
11 captioned action ("Class Action").

12 The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the
13 key terms of the Settlement, and your rights and options with respect to the Settlement. **You have received**
14 **this notice because L'Oreal's records indicate that you are a Class Member and you may be entitled**
15 **to a settlement payment.**

16 Unless you choose to exclude yourself by following the procedures described below, you will be deemed
17 a Participating Class Member and, if the Court grants final approval of the Settlement, you will be mailed
18 a check for your share of the settlement fund. **At present, the Parties estimate that Each Participating**
19 **Class Member will receive approximately \$56.46.**

20 The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held
21 at :00 .m. on _____, 20 in [Department] of Superior Court for the State of California, County
22 of San Francisco, located at 400 McAllister Street, San Francisco, California 94102. You are not required
23 to attend the Hearing, but you are welcome to do so. The Court may change the Final Approval Hearing
24 date or time without notice.

25 The Court has not determined that L'Oreal violated the law. L'Oreal denies that it violated any law and
26 denies any liability whatsoever. The two sides disagree on whether Plaintiff (the person who sued) or
27 L'Oreal would have prevailed if the case had gone to trial.

28 **Summary of the Litigation**

Plaintiff, Deborah Hubbard, on behalf of herself and on behalf of other allegedly similarly situated persons,
claims that L'Oreal violated the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.* in
connection with L'Oreal's procurement and use of consumer reports for employment purposes.

After the exchange of relevant information and evidence, the Parties agreed to enter into settlement
negotiations in an attempt to informally resolve the claims in the case. On June 18, 2019, the Parties
participated in a mediation with an experienced and well-respected mediator with special expertise in
FCRA class actions. At the mediation, the Parties were able to negotiate a complete settlement of Plaintiffs
claims.

Counsel for Plaintiff, and the attorneys approved by the Court to represent the class, Thomas D. Rutledge,
Mark S. Greenstone, Brian R. Short, and Marc L. Godino ("Class Counsel"), has investigated and
researched the facts and circumstances underlying the issues raised in the case and the applicable law.
While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also
recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing,

1 Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of
2 Class Members.

3 L'Oreal denies that it violated the law in any way. It has denied, and continues to deny, the factual and
4 legal allegations in the case and believes that it has valid and meritorious defenses to Plaintiff's claims.
5 By agreeing to settle, L'Oreal is not admitting liability on any of the allegations or claims in the case or
6 that the case can or should proceed as a class action. L'Oreal has agreed to settle the case as part of a
7 compromise with Plaintiff.

8 Summary of The Proposed Settlement Terms

9 Plaintiff and L'Oreal have agreed to settle the class claims in exchange for a Class Settlement Amount of
10 \$680,000. This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class
11 Members; (2) an Enhancement to the Class Representative (an amount paid to the Class Representative
12 for her service, involvement, and risk in connection with being a Class Representative); (3) Class
13 Counsel's Attorneys' Fees and Costs; and (4) reasonable Administrative Costs currently estimated at
14 \$31,500. No money will revert back to L'Oreal. After deducting the Enhancement, Class Counsel's
15 Attorneys' Fees and Costs, and the Settlement Administrator's fees and expenses, a Net Settlement
16 Amount of approximately \$391,833.34 will be allocated to Class Members who do not opt out of the
17 settlement ("Participating Class Member"). Each Participating Class Member will receive an equal portion
18 from the Net Common Fund.

19 Participating Class Members will have 180 days from the mailing of the settlement checks to cash their
20 settlement checks. After 180 days from the mailing of settlement checks, the amount of any settlement
21 checks from the Net Common Fund that have not been cashed will be distributed to Bet Tzedek Legal
22 Services. Bet Tzedek Legal Services is a nonprofit organization that Plaintiff and L'Oreal have agreed
23 upon and provides civil legal services to low-income individuals.

24 According to L'Oreal's records, L'Oreal requested your background screening report (a consumer report)
25 in connection with your employment between July 10, 2013 and July 1, 2015. Accordingly, if the
26 Settlement is finally approved, your estimated payment would be approximately \$56.46.

27 Class Members should consult their tax advisors concerning the tax consequences of the payments they
28 receive under the Settlement. For purposes of this settlement, 100% will be allocated as non-wages for
which IRS Forms 1099-MISC will be issued.

**If you wish to participate in the class action settlement, which is explained in this Notice and the
Settlement Agreement, you do not have to do anything. You will receive money under the class
action settlement by doing nothing.** If you want to opt out of, or request to be excluded from and not
bound by, the class action settlement, then you must submit your intention to opt out of the settlement in
the manner and timeframe described in this Notice and in the Settlement Agreement.

29 Your Options Under the Settlement

30 **Option 1— *Automatically Receive a Payment from the Settlement***

31 If you want to receive your payment from the Settlement, then no further action is required on your part.
32 You will automatically receive your settlement payment from the Settlement Administrator if the
33 Settlement receives final approval by the Court.

34 **Option 2— *Update Your Address***

35 If you want to receive your payment from the Settlement and need your payment mailed to a different
36 address, then you must contact the Settlement Administrator not later than , 20_ to inform the Settlement
37 Administrator of your address update.

38 Questions? Contact the Settlement Administrator toll free at 1- - or at
www. .com

1 **Option 3 — Opt Out of the Settlement**

2 If you do not wish to participate in the Settlement, you may exclude yourself from participating by
3 submitting a written request to the Settlement Administrator expressly and clearly indicating that you
4 have received this Notice of Class Action Settlement, decided not to participate in the settlement, and
5 desire to be excluded from the settlement. The written request for exclusion must include (i) your full
6 name, address, telephone number and last four digits of your social security number; (ii) your signature,
7 and the date of your signature; and (iii) an express statement to the effect of "I wish to opt-out of the
8 Hubbard v. L'Oreal USA, Inc., CGC-18-567952, settlement" to indicate you wish to be excluded from
9 the Settlement.

6 Settlement Administrator
7 c/o _____ Fax: _____

8 The written request to be excluded must be postmarked or faxed not later than _____, 20___. If you submit a
9 request for exclusion that is not postmarked or faxed by _____, 20___, your request for exclusion will be
10 rejected, and you will be included in the settlement class. If you submit an incomplete request for
11 exclusion, the Settlement Administrator will notify you of your deficiencies and you will be given 14
12 calendar days from the date of notice to remedy your deficiencies. If you submit a valid request for
13 exclusion, you will not receive any cash payment if you do not opt out of the Settlement but then later
14 do not cash your settlement check, you will be bound by the class action settlement.

13 **Option 4 — Object to the Settlement**

14 If you decide to object to the Settlement because you find any portion of it unfair or unreasonable,
15 including requested attorneys' fees or incentive award, you must submit an objection stating why you
16 object to the settlement. Your objection must provide: (i) your full name, current mailing address,
17 signature, and date of signature; (ii) the last four digits of your social security number; (iii) the case name
18 and number; (iv) a written statement of all grounds for the objection; (v) all evidence and supporting
19 papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to
20 consider; and (vi) whether you intend to appear at the final approval hearing. The objection must be
21 postmarked not later than _____, 20___ and mailed to the administrator at [administrator's address]. All
22 objections must be postmarked and mailed to the administrator by not later than _____, 20___.
23 Late objections will not be considered. If you submit an incomplete objection, the Settlement
24 Administrator will notify you of your deficiencies and you will be given 14 calendar days from the date
25 of notice to remedy your deficiencies. By submitting an objection, you are not excluding yourself from
26 the settlement. To exclude yourself from the settlement, you must follow the directions described above.
27 Please note that you cannot both object to the Settlement and exclude yourself. You must choose one
28 option only. If you submit both a valid and timely request for exclusion and objection, the Settlement
29 Administrator will only consider your request for exclusion and not your objection.

29 You may also, if you wish, appear at the Final Approval Hearing set for _____ at
30 _____ a.m./p.m. in the Superior Court for the State of California, County of San Francisco and discuss
31 your objection with the Court and the Parties at your own expense. You may also retain an attorney to
32 represent you at the hearing. The Court may change the hearing date or time without notice.

33 If you choose **Option 1 and do nothing** or choose **Option 2 and provide an updated address**, and if the
34 Court grants final approval of the Settlement, then you will be mailed a check for your share of the
35 settlement fund. In addition, you will be deemed to have released or waived Released Claims.

36 **Released Claims means:**

37 All claims, damages, losses, demands, penalties, liabilities, fees, interest, causes of action,
38 complaints or suits under Section 1681b(b)(2) of the Fair Credit Reporting Act ("FCRA"),
15 U.S.C. § 1681b(b)(2), and any and all other such claims, damages, losses, demands,

Questions? Contact the Settlement Administrator toll free at 1-_____-_____-_____- or at
www._____.com

1 penalties, liabilities, fees, interest, causes of action, complaints or suits which arise from or
2 which relate to the content, language, or format of the background check disclosure and
3 authorization forms used by L'Oreal between July 10, 2013 and July 1, 2015, including but
4 not limited to claims under the Fair Credit Reporting Act, 15 U. S .C. §§ 1681, *et seq.*,
5 N.J.S.A. §§ 56: 1 1-31 *et seq.*, Investigative Consumer Reporting Agencies Act ("ICRAA"),
6 California Business & Professions Code §§ 17200. *et seq.*, and similar claims under state
7 law, which any Participating Class Member has ever had, or hereafter may claim to have
8 against the Released Parties (*i.e.*, L'Oreal USA, Inc. and its past and present parents,
9 subsidiaries, affiliated and/or related entities, predecessors, successors, and assigns).
10 Claims after July 1, 2015 have been dismissed without prejudice.

11 If you choose **Option 3 and opt out**, then you will no longer be a Class Member, and you will (1) be
12 barred from participating in the settlement, (2) be barred from filing an objection to the settlement, and (3)
13 not receive a payment from the settlement

14 If you choose **Option 4 and object**, then you will still be entitled to the money from the settlement. If the
15 Court overrules your objection, you will be deemed to have released the Released Claims.

16 Additional Information

17 This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more
18 detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings,
19 the Settlement Agreement, and other papers filed in the case. You may also review these materials by
20 visiting the settlement website at [INSERT WEBSITE]. The settlement website contains the following
21 documents: the complaint, notice (in both English and Spanish), settlement agreement, preliminary
22 approval order, all papers filed in connection with preliminary and final approval motions. If granted,
23 notice of the final judgment will also be given on the settlement website. A copy of the Settlement
24 Agreement may also be obtained from the Settlement Administrator free of charge. You can also obtain
25 all relevant documents via the court's website for free. To do so, visit
26 <https://www.sfsuperiorcourt.org/online-services>, enter the case number CGC-18-567962 into the "case
27 query" feature, and click on the "view" button.

28 All inquiries by Class Members regarding this Class Notice or the settlement should be directed to the
Settlement Administrator or Class Counsel.

29
30 Thomas D. Rutledge
31 **Law Offices of Thomas D. Rutledge**
32 113 West G Street, Suite 213
33 San Diego, California 92101
34 Phone: (619) 886-7224

35 Mark S. Greenstone
36 **Greenstone Law APC**
37 1925 Century Park East, Suite 2100
38 Los Angeles, California 90067
39 Phone: (310) 201-9156

40 Brian R. Short
41 **ShortLegal, APC**
42 350 10th Avenue, Suite 1000
43 San Diego, California 92101
44 Phone: (619) 272-0720

45 Marc L. Godino
46 **Glancy Prongay & Murray LLP**
47 1925 Century Park East, Suite 2100
48 Los Angeles, California 90067
49 Phone: (310) 201-9150

50 PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, L'OREAL OR
51 L'OREAL'S ATTORNEYS WITH INQUIRIES.

52 Questions? Contact the Settlement Administrator toll free at 1-_____-_____-_____ or at
53 www._____.com

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Exhibit B

1 **Sender Name:** L'Oréal USA, Inc. Class Action Settlement Administrator

2
3 **Subject:** Hubbard, et al. v. L'Oréal USA, Inc. – Class Settlement Notice

4
5 **Body of Email:**

6 Dear Class Member,

7 *[Haga clic aquí para ver este mensaje en español]* [Link](#)

8 You are receiving this email because you have been identified as a class member in the above-referenced
9 class action lawsuit in which the parties have agreed upon a proposed settlement.

10 You have a right to know about the terms of the proposed settlement, and about all of your options, before
11 the Court decides whether to approve the settlement. If the Court approves the settlement and after
objections and appeals (if any) are resolved, a Claims Administrator appointed by the Court will distribute
payments as provided for by the settlement.

12 The Notice you are receiving in this email and by U.S. mail explains the lawsuit, the settlement, your legal
13 rights, what benefits are available, who is eligible for them, and how to receive them.

14 The Court in charge of this case is the San Francisco County Superior Court, and the case is known as
15 *Hubbard, et al. v. L'Oréal USA, Inc., Case No. CGC-18-567952.*

16 If you have any questions or desire any additional information, please contact the Claims Administrator
17 at 800-523-5773.

18 Thank you.

19 Settlement Administrator
20 Phoenix Settlement Administrators
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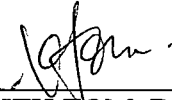
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 20, 2020, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: November 20, 2020

T. Michael Yuen, Clerk

By: 

KEITH TOM, Deputy Clerk