

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

BRIAN DOUGLAS LARSON, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

TRANS UNION, LLC,

Defendant.

Case No. 3:12-cv-05726-WHO

Re: Dkt. No. 184

RONALD J. MILLER, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

TRANS UNION, LLC,

Defendant.

Case No. 18-3280-WHO

FINAL APPROVAL ORDER

This matter, having come before the Court on the Motion filed by Brian Douglas Larson and Ronald J. Miller seeking final approval of the proposed class action Settlement¹ with Defendant Trans Union LLC; the Court having considered all papers filed and arguments made with respect to the Settlement, and having entered a Preliminary Approval Order on July 10, 2018 (ECF 180); and the Court, being fully advised in the premises, finds that:

¹ Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Settlement Agreement (ECF 173-1).

1 A. As set forth in the Court’s Preliminary Approval Order, this action satisfies the
2 applicable prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and (b)(3).

3 B. Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure
4 has been provided in accordance with the Class Notice plan approved by the Preliminary Approval
5 Order. That Class Notice plan, which provided notice by mail and website in an adequate and
6 sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies
7 Rule 23(e) and the due process guarantees of the U.S. Constitution.

8 C. Notification of the Settlement to the appropriate federal and state officials pursuant
9 to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“CAFA”) was timely provided. The Court
10 has reviewed such CAFA Notice and finds that the notice complies fully with the applicable
11 requirements of CAFA.
12

13 D. The Settlement was arrived at as a result of arms-length negotiations conducted in
14 good faith by counsel for the Parties, including multiple private mediation sessions and mediation
15 with a federal Magistrate Judge, and is supported by the Class Representatives.
16

17 E. The Settlement is fair, reasonable, and adequate to members of the Settlement Class
18 in light of the complexity, expense, and duration of litigation and the risks involved in establishing
19 liability and damages, and in maintaining the class action through trial and appeal.
20

21 F. The relief provided under the Settlement constitutes fair value given in exchange
22 for the releases of claims against the Released Parties.

23 G. The people listed on Exhibit C to the Declaration of RSM US LLP in Connection
24 with Notice Dissemination (ECF 183) have validly excluded themselves from the Settlement Class
25 and shall not be bound by the Settlement.
26
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1 H. It is in the best interests of the Parties and the Settlement Class Members, and
2 consistent with principles of judicial economy, that this Court shall retain jurisdiction over the
3 interpretation, implementation, and performance of the Settlement and this Final Approval Order.

4 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:
5

6 1. The Settlement submitted by the Parties is finally approved pursuant to Rule 23(e)
7 of the Federal Rules of Civil Procedure as fair, reasonable and adequate and in the best interests
8 of the Settlement Class Members.

9 2. The Settlement Class is certified for settlement purposes only.

10 3. Ronald J. Miller is appointed as an additional Class Representative in these Actions.

11 4. Class Representatives Larson and Miller fairly and adequately represent the
12 interests of the Settlement Class.

13 5. Class Counsel adequately represent the Class Representatives and the Settlement
14 Class.

15 6. Any objections have been considered and are hereby overruled.

16 7. The Settlement is fair, reasonable and adequate to the Settlement Class. Each
17 Settlement Class Member shall be bound by the Settlement, including the releases contained in the
18 Settlement Agreement.
19

20 8. The Parties are directed to consummate the Agreement in accordance with its terms.

21 9. Upon consideration of Class Counsel's request for an award of attorneys' fees and
22 reimbursement of expenses, the Court has entered a separate Order awarding reasonable fees and
23 expenses in an amount as set forth in that Order.
24

25 10. Upon consideration of the application for service awards, Class Representative
26 Brian Douglas Larson and Ronald J. Miller are each awarded the sum of ten thousand dollars
27
28

1 (\$10,000.00) in consideration of the valuable service they have performed for and on behalf of the
2 Settlement Class.

3 11. All Class Members shall be bound by all of the terms, conditions, and obligations
4 of the Agreement, and all determinations and judgments in the Actions concerning the Settlement.

5 12. Judgment is hereby entered in this action, consistent with the terms of the
6 Agreement.

7 13. Upon the Effective Date, the Settlement shall be the exclusive remedy for any and
8 all Released Claims of the Class Representatives and the Settlement Class. The Court hereby
9 permanently bars and enjoins the Class Representatives, the Settlement Class and any person or
10 entity allegedly acting on behalf of the Settlement Class, either directly, representatively, or in any
11 other capacity, from commencing or prosecuting any action or proceeding in any court or tribunal
12 (including, without limitation, in any individual, class or putative class, representative or other
13 action or proceeding) asserting any of the Released Claims against the Released Parties. This
14 permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this
15 Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid
16 of this Court's jurisdiction and to protect its Judgment.

17 14. Without affecting the finality of this Judgment, the Court hereby reserves and
18 retains jurisdiction over of all matters relating to the modification, interpretation, administration,
19 implementation, effectuation, and enforcement of the Settlement Agreement and the Settlement.

20 15. The Actions are hereby dismissed on the merits with prejudice.

21 Dated: November 29, 2018

22 BY THE COURT:

23 

24 HON. WILLIAM H. ORRICK
25 UNITED STATES DISTRICT JUDGE