

1 Andrew J. Ogilvie (SBN 57932)
 2 Mark F. Anderson (SBN 44787)
 3 Carol M. Brewer (SBN 214035)
 4 Anderson, Ogilvie & Brewer LLP
 5 235 Montgomery Street, Suite 914
 6 San Francisco, California 94104
 7 Telephone: (415) 651-1952
 8 andy@aoblawyers.com
 9 mark@aoblawyers.com
 10 carol@aoblawyers.com

11 Balám O. Letona (SBN 229642)
 12 Law Office of Balám O. Letona, Inc.
 13 55 River Street, Ste. 220
 14 Santa Cruz, CA 95060
 15 Telephone: (831) 421-0200
 16 letonalaw@gmail.com

17 Attorneys for Plaintiffs Roane Holman, Narcisco Navarro Hernandez
 18 and Miguel A. Alvarez

19 UNITED STATES DISTRICT COURT
 20 NORTHERN DISTRICT OF CALIFORNIA

21 ROANE HOLMAN, NARCISCO
 22 NAVARRO HERNANDEZ and MIGUEL
 23 A. ALVAREZ on behalf of all others
 24 similarly situated,
 25
 26 Plaintiff,
 27
 28 v.
 29
 30 EXPERIAN INFORMATION
 31 SOLUTIONS, INC.
 32
 33 Defendant.

Case No. 11-cv-0180 CW (DMR)

ORDER PRELIMINARILY APPROVING
 CLASS ACTION SETTLEMENT,
 DIRECTING NOTICE TO THE CLASS
 AND SETTING HEARING FOR FINAL
 APPROVAL OF SETTLEMENT

The named plaintiffs, Roane Holman, Miguel Alvarez and Narcisco Navarro

1 Hernandez, have moved for preliminary approval of a class-wide settlement of this
2 action that has been negotiated between the named plaintiffs and Experian.

3 Having considered the motion and the papers submitted in support of the
4 motion, the arguments of counsel and the pleadings and records on file in this action,
5 the court now FINDS, CONCLUDES and ORDERS as follows:

6 1. The proposed Settlement Agreement is preliminarily approved because
7 it falls within the range that is “fair, reasonable and adequate.” Fed. R. Civ. P. 23(e).

8 2. The Court approves the revised form of Notice that is attached hereto
9 as Exhibit 1, the Claim form that is Exhibit 2, and the plan for disseminating those
10 materials substantially as described in the Settlement Agreement and in this Order.

11 **The parties are directed to ensure that the Notice is formatted consistently, with**
12 **spaces before each section title before printing.** The Court finds that that Notice,
13 the Claim form and the plan for their dissemination

14 (i) provide the best practicable notice;

15 (ii) are reasonably calculated to inform the putative class members about
16 the pendency of the case, the terms of the proposed settlement, and of
17 their rights to appear, object to or exclude themselves from the
18 proposed settlement;

19 (iii) are reasonable and constitute due, adequate, and sufficient notice to all
20 persons entitled to receive notice; and

21 (iv) fully comply with federal law, the Constitution of the United States and
22 any other applicable law.

23 3. In accordance with the Settlement Agreement, the Court appoints
24 Kurtzman Carson Consultants, LLC (KCC) as settlement administrator. The parties
25 have agreed to direct KCC to translate into Spanish the website information and the

1 revised Notice and Claim form and to present the final versions of the Notice and
2 Claim form in English and Spanish to the Court by May 29, 2014, with a declaration
3 from a competent Spanish translator attesting that the Spanish versions of the Notice
4 and Claim Form have been translated using simple Spanish to the extent possible.
5 The parties have also agreed to direct KCC to include in the case website a
6 conspicuous link to the Spanish version of the website, which shall contain the
7 Spanish translations of the Notice and Claim Form and instructions to putative class
8 members.

9 4. The deadline for class members to file claims or to exclude themselves
10 from the settlement is September 2, 2014. In order to be timely, the claim or request
11 for exclusion must be postmarked on or before that date, or it must be received by
12 KCC on or before that date. Experian has agreed that if it seeks to exercise its
13 unilateral right under paragraph 9.1 of the Settlement Agreement to terminate the
14 settlement because more than 250 Class Members have requested exclusion from the
15 Settlement, it must prove to the Court or Ombudsman that each such person is a
16 member of the Class.

17 5. The Settlement Agreement provides in paragraph 5.1c a procedure
18 whereby the Settlement Administrator will ask for additional proof of identification
19 from people who submit claim forms in which the last four digits of their SSN or date
20 of birth information does not match the information in Experian's records. The
21 parties have agreed that in that situation, the Settlement Administrator shall ask the
22 claimant to submit an employer-issued document, a government-issued document or
23 a filed tax return that shows either their Social Security Number or their date of birth
24 and to tell the claimant what types of documents are likely to contain that
25 information. **Any such request must be sent to the claimant within three days of**

1 **receipt of the initial claim form and shall remind the claimant that all**
2 **supplemental materials must be sent in by the September 2, 2014 deadline.** The
3 parties have also agreed that KCC's website for this case should contain links to the
4 Social Security Administration's English and Spanish instructions for obtaining a
5 duplicate Social Security card.

6 6. The parties have agreed that on or before October 7, 2014, KCC shall
7 send a complete list of all claimants to counsel for both sides. The parties have
8 agreed to share any and all supplemental unprivileged information that is available to
9 either side concerning any disputed claim in order to resolve disputes about particular
10 claimants without going to the Ombudsman.

11 7. If there are any unresolved disputes concerning particular claimants,
12 counsel shall forward their disagreements on those claimants to the Ombudsman on
13 or before October 14, 2014. The parties have agreed that both sides shall be entitled
14 to refer disputed claims to the Ombudsman. The Ombudsman shall decide all
15 disputed claims by October 28, 2014. Thereafter, KCC shall notify each person
16 whose claim was denied that it has been determined that such person is not part of the
17 Class.

18 8. The parties have agreed to instruct KCC to prepare an estimate of the
19 total cost of settlement administration after the claims period has closed. By October
20 29, 2014, KCC shall calculate the cash award that each approved claimant is
21 estimated to receive. This calculation shall be made using KCC's estimate of total
22 costs of settlement administration and the maximum amounts allowable under the
23 Settlement Agreement for incentive awards, attorneys' fees and costs. On October
24 31, 2014, KCC shall post this estimate prominently on its website, in English and
25 Spanish.

1 9. Class counsel shall file their motion for final approval and applications
2 for incentive awards to the named plaintiffs and award of attorneys' fees and
3 expenses to class counsel on or before November 6, 2014.

4 10. Any Class Member who wants to object to the Settlement or to the
5 applications for incentive awards or fees and expenses to class counsel must file their
6 objection with the Court on or before November 21, 2014. Any objection must
7 include all information required by the Notice and, if the Class Member intends to
8 appear in person or by counsel at the Fairness Hearing, that must be stated in the
9 Objection. Any Class Member who does not file and serve an Objection in
10 accordance with this Order and the Notice shall not be permitted to object to the
11 proposed Settlement or applications for incentive awards and fees and expenses of
12 class counsel.

13 7. The parties' responses to any objections shall be filed and served no
14 later than December 1, 2014. Any such response may be separate or it may be
15 combined with a reply in support of the motions for final approval and for attorneys'
16 fees, costs and incentive awards. Counsel for the party filing any such response shall
17 serve copies by mail upon any Class Member to whose objection the response
18 pertains, unless that person is on the e-filing service list for this case.

19 8. The Court will hold a Fairness Hearing on December 11, 2014, at 2:00
20 pm in Courtroom 2, 4th Floor, 1301 Clay Street, Oakland, California 94612. The
21 Fairness Hearing may be continued or rescheduled by the Court with notice to Class
22 Counsel and Defense Counsel and to any Class Member who has filed an Objection
23 and indicated that they intend to appear at the Fairness Hearing. At the Fairness
24 Hearing, the Court will determine whether the proposed Settlement is fair, reasonable
25 and adequate and should be approved by the Court. At the Fairness Hearing, the

1 Court will also determine the incentive awards to the named plaintiffs and the
2 amounts to award class counsel for their attorneys' fees and expenses incurred in this
3 litigation.

4 9. Pending further orders by this Court, all proceedings in this case shall
5 be stayed, except for proceedings pursuant to this Order. All members of the Class
6 who do not request exclusion from the Settlement in accordance with this Order and
7 the Notice shall be enjoined from commencing and thereafter prosecuting any action,
8 suit, proceeding, claim, or cause of action in any court or jurisdiction against
9 Defendant or the Released Parties relating to or arising out of Experian's sales of
10 consumer reports to Finex.

11 10. Class Counsel and Defense Counsel are authorized to establish other
12 means necessary to effectuate the terms of the Settlement Agreement.

13 IT IS SO ORDERED.

14 Dated: April 29, 2014

15
16 
17 Hon. Claudia Wilken
18 United States District Judge

19 Approved as to form:

20 April 28, 2014

April 28, 2014

21
22 /s/ Andrew J. Ogilvie
23 Attorney for Plaintiffs and the Class

/s/ Daniel J. McLoon
Attorney for Experian Information
Solutions, Inc.