

ROBERT S. SOLA

Oregon State Bar No. 4454

rssola@msn.com

Robert S. Sola, P.C.

1500 S.W. First Ave., Suite 800

Portland, Oregon 97201

Telephone (503) 295-6880

Facsimile (503) 243-4546

JAMES A. FRANCIS (*pro hac vice*)

JOHN SOUMILAS (*pro hac vice*)

LAUREN KW BRENNAN (*pro hac vice*)

FRANICS MAILMAN SOUMILAS, P.C.

jfrancis@consumerlawfirm.com

jsoumilas@consumerlawfirm.com

lbrennan@consumerlawfirm.com

1600 Market Street, Suite 2510

Philadelphia, PA 19103

Telephone: (215) 735-8600

Facsimile (215) 940-8000

Attorneys for Plaintiff Bonnie Magallon

IN THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF OREGON

**BONNIE MAGALLON, on behalf of
herself and all others similarly situated,**

Plaintiff,

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

v.

**PLAINTIFF'S MOTION FOR FINAL
APPROVAL**

**ROBERT HALF INTERNATIONAL,
INC., a foreign corporation,**

Defendant.

LOCAL RULE 7-1 CERTIFICATION

Pursuant to L.R. 7-1, the undersigned attorney for Plaintiff Bonnie Magallon and the certified class hereby certifies that Plaintiff's counsel has conferred with Defendant's counsel regarding this motion, and Defendant consents to this motion.

MOTION

Plaintiff Bonnie Magallon hereby moves for an order pursuant to Fed. R. Civ. P. 23(e) granting final approval of the Class Settlement, approve the service award to Plaintiff Magallon, approve the *cy pres* recipient, and enter final judgment in this case.

Dated: March 7, 2025

Respectfully submitted,

BONNIE MAGALLON, *by her attorneys,*

/s/ John Soumilas

James A. Francis

John Soumilas

Lauren KW Brennan

FRANCIS MAILMAN SOUMILAS, P.C.

1600 Market Street, Suite 2510

Philadelphia, PA 19103

(T) 215-735-8600

(F) 215-940-8000

jfrancis@consumerlawfirm.com

jsoumilas@consumerlawfirm.com

lbrennan@consumerlawfirm.com

ROBERT S. SOLA

Oregon State Bar No. 4454

Robert S. Sola, P.C.

1500 S.W. First Ave., Suite 800

Portland, Oregon 97201

Telephone (503) 295-6880

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rssola@msn.com

Attorneys for Plaintiff and the certified Class

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I. INTRODUCTION

The settlement in this matter resolves the claims of 2,363 members of a certified class of consumers under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681x (“FCRA”), which have been litigated for well over a decade. Plaintiff Bonnie Magallon commenced this consumer protection class action against Defendant Robert Half International, Inc.¹ (“Defendant” or “RHI”) in 2013, asserting that RHI systematically failed to comply with the FCRA’s requirement that user of consumer reports provide notice and a copy of the report to the consumer before taking any adverse employment action against the consumer on the basis of the report. Plaintiff sought up to \$1,000 in statutory damages under the FCRA for every class member as well as punitive damages.

The parties have successfully negotiated a class-wide settlement that provides monetary recovery for all class members in the form of an automatic payment of \$955.95. The Settlement furthermore provides for a \$15,000 service award to Plaintiff and \$30,000 in notice and administration costs. ECF 298-1 at ¶ 46. Attorneys’ fees and litigation expenses were negotiated later and separately. *Id.* The amount of any award of attorneys’ fees, costs, and litigation expenses will not reduce the Class’s excellent recovery in any way. ECF 305.

On December 11, 2024, this Court entered an order granting preliminary approval of the proposed settlement, finding that the parties’ settlement was fair, reasonable, and adequate, and finding that the prerequisites for a class action have been satisfied. ECF 302. The Court’s Order further directed the parties to provide notice to the Class. *Id.*

Since that time, the notice program has been successfully launched, reaching 99% of the Class. *See* Declaration of Frank Barkan in Connection With Notice Dissemination (“Notice

¹ Now known as Robert Half Inc.

Decl.”) at ¶¶ 2-9. No objections or requests for exclusion have been submitted to date. *Id.* at ¶¶ 14-15.

The Settlement Administrator, Continental DataLogix LLC (“CDL”) has successfully fulfilled its obligations to provide notice to the Class and has provided direct notice to 99% of the Class via either email or a mailed hard copy postcard notice. *See* Notice Decl. at ¶¶ 3-9. Class Members have until April 9, 2025 to opt out and/or object to the settlement. ECF 304 at p. 5. To date, no Class Members have elected to opt out or object. Notice Decl. at ¶¶ 14-15.

By this motion, Plaintiff respectfully requests that this Court enter an order granting final approval of the proposed Class Settlement of this Matter.

II. BACKGROUND

Plaintiff incorporates herein the detailed history of the litigation set forth in the Amended Motion for Preliminary Approval submitted on December 4, 2024 (ECF 303), and the Motion for Award of Attorneys’ Fees, Costs, and Litigation Expenses submitted on January 24, 2025 (ECF 305).

The settlement in this matter is set forth in the Settlement Agreement (herein, “Agreement”) and exhibits thereto, filed with the Court as ECF 298-1. The settlement provides substantial monetary compensation of \$955.95 to the individuals in the Certified Class, without the need to make a claim. It also provides a service award of \$15,000 to Plaintiff Magallon, for the payment of the costs of class notice and administration of the settlement, and also for payment of Class Counsel’s attorneys’ fees, costs, and litigation expenses pursuant to the fee-shifting mechanism of the FCRA without impacting class members’ recovery.

Pursuant to the Agreement, Class Counsel retained experienced administrator Continental DataLogix, LLC to serve as Settlement Administrator. Consistent with the Agreement, RHI to

make an initial deposit of \$30,000 to cover the costs of notice and administration of the Settlement Agreement ¶ 83.

The Settlement Administrator has successfully fulfilled its obligations to provide notice to the Class, by establishing the Settlement Website, <https://www.MagallonSettlement.com> on January 10, 2025, and beginning the process of sending direct notice to all Settlement Class Members on February 9, 2025. Notice Decl. at ¶¶ 4-6, 10. To date, there are only 28 undeliverable notices, indicating that notice has reached 99% of the Settlement Class. Notice Decl. at ¶¶ 5-9.

Class Members have until April 9, 2025 to opt out and/or object to the settlement. ECF 304 at p. 5. To date, zero Class Members have elected to opt out or object. Notice Decl. at ¶¶ 14-15.

III. LEGAL STANDARD

When the Court certified a class in this matter, it found that Plaintiff and Class Counsel had satisfied the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3). ECF 46. Those same findings may be incorporated by reference to find that the proposed Settlement is suitable for final approval.

Now, at the final approval stage, the Court must determine whether the Settlement Class received appropriate notice and whether the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2); *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (describing the three-stage settlement approval process). On December 11, 2024, this Court made an initial finding that the Class Settlement is fair, reasonable, and adequate and that the requirements of Rule 23(a) appear to be met; pursuant to this Court's Order, notice was sent to the class. ECF 304; Notice Decl. at ¶¶ 4-9. Thus, the first two stages are complete. The Court now must determine whether, in light of all the information learned during the first two stages, final approval is warranted. *See Churchill*, 361 F.3d at 575.

This Court has broad discretion to approve or reject a proposed settlement. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 942, 944 (9th Cir. 2015) (noting standard of review is “clear abuse of discretion” and emphasizing appellate court’s review is “extremely limited”). When considering a motion for final approval of a class action settlement under Rule 23, a court must determine whether the settlement is “fundamentally fair.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1988). A settlement merits final approval, when “the interests of the class as a whole are better served by the settlement than by further litigation.” *Manual for Complex Litigation* (Fourth) § 21.61 (2015).

IV. THE SETTLEMENT SHOULD BE APPROVED AS FAIR, REASONABLE, AND ADEQUATE

In deciding whether to grant final approval to a class action settlement, courts consider several factors, including: (1) the strength of the Plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a government participant; and (8) the reaction of the class members to the proposed settlement. *Churchill*, 361 F.3d at 575. All of these factors support settlement approval here.

A. The Strength of Plaintiff’s Case.

Plaintiff continues to believe that she has a very strong case, but also acknowledges a number of obstacles in the way of achieving a successful result through further litigation including the risks of trial and further appeals. Absent the settlement, the next step in this case would be a three-week jury trial involving a substantial expenditure of resources by the parties and the Court. Trial by jury presents inherent risks and uncertainties and there is no guarantee that even if she prevailed at trial both respect to liability and willfulness, Plaintiff would be able to secure a higher

recovery for Class Members than \$955.95, which at the very top of the range of FCRA statutory damages available. There is likewise no guarantee that a jury would award any amount of punitive damages. Furthermore, even if Plaintiff secured an award for Class Members at trial, it would be subject to challenge by RHI through post-trial motions and likely appeal.

While Plaintiff is confident that she could prove her case, including with respect to a necessary finding of willful non-compliance, the risks were significant enough to convince Plaintiff and her counsel that the Class Settlement outweighs the risk and expense of further litigation.

B. The Risk, Expense, Complexity, and Likely Duration of Further Litigation.

If this action were to proceed, litigation would likely be both lengthy and expensive. In addition to the substantial costs of a three-week jury trial, post-trial motions and appeals would almost certainly follow. Such appeals would ensure that Settlement Class Members would not receive any relief for years. There is a significant advantage to receiving a benefit now as opposed to later. *See Officers for Justice v. Civil Service Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982); *Demmings v. KKW Trucking, Inc.*, No. 3:14-CV-0494-SI, 2018 WL 4495461, at *8 (D. Or. Sept. 19, 2018) (“unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.”).

C. The Risk of Maintaining Class Action Status through Trial.

Class certification always poses a risk and often involves a prolonged and expensive battle of experts in connection with certification, merits, and damages issues. Although this Court denied RHI’s motion for decertification (ECF 287), Plaintiff expects that post-trial motion practice here could well include another motion for decertification based upon evidence presented at trial. Such motions are not uncommon and can be subject to lengthy appeals even where unsuccessful. *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1116 (9th Cir. 2022) (affirming motion for

decertification filed after 2019 trial before this Court). Such a risk further supports the reasonableness of the settlement.

D. The Amount Offered in Settlement.

The Settlement Agreement requires Defendant to pay at \$955.95 to each Settlement Class Member with no need for the Class Members to submit claim forms. Agreement at ¶¶46, 87(d). The monetary compensation available under the Settlement Agreement is at the high end of the available statutory damages, and well above many other settlements of the same or similar claims that have been granted final approval. *See White v. RBD Staffing, Inc.*, 2017 WL 1163342, at *4 (C.D. Cal. July 11, 2017) (approving settlement of FCRA section 1681b(b)(3) claim providing \$270 per class member); *De Santos v. Jaco Oil Co.*, 2015 WL 4418188, at *8 (E.D. Cal. July 17, 2015) (approving settlement award of \$50 per class member in FCRA section 1681b(b)(3) case) *Aceves v. Autozone, Inc.*, CV 14-2032 VAP DTB, Dkt. 49 (C.D. Cal. Nov. 18, 2016) (approving settlement award of \$20 cash payment or an optional \$40 gift card per class member in an analogous FCRA case); *Freckleton v. Target Corp.*, No. 14-cv-00807-GLR (D. Md.) at Doc. 151 (Dec. 12, 2017 Order granting final approval in analogous FCRA case providing automatic payments of \$70 to class members); *Reardon v. ClosetMaid Corporation*, No. 08-cv-01730, Doc. 200-1 at ¶ 7.2.2.1 (W.D. Pa.) (settlement agreement filed with the Court on Jan. 25, 2014, providing \$400 to each class member who was subject to adverse action without being given notice and a copy of the consumer report used to make the adverse action) and Doc. 220, (June 13, 2014 Order finally approving settlement).

E. The Extent of Discovery Completed and the Stage of Proceedings.

Courts consider the extent of discovery completed and the stage of the proceedings in determining whether a class action settlement is fair, adequate and reasonable. *Shames v. Hertz Corp.*, No. 07 CV-2174, 2012 WL 5392159, at *6 (S.D. Cal. Nov 5, 2012). This case settled only

on the eve of trial and after extensive litigation giving the parties a strong understanding of the potential strengths and weaknesses of Plaintiff's case. Though the parties ultimately reached a resolution, they did so only after lengthy and adversarial settlement discussions with the assistance of a skilled and experienced mediator.

F. The Experience and Views of Counsel.

Where Class Counsel is qualified and well informed, their opinion that a settlement is fair, reasonable, and adequate is entitled to significant weight. *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Accordingly, "[g]reat weight" is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." *Bell v. Consumer Cellular, Inc.*, No. 3:15-CV-941- SI, 2017 WL 2672073, at *6 (D. Or. June 21, 2017) (quoting *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 528 (C.D. Cal. 2004)).

Here, counsel for Plaintiff are highly experienced litigators who specialize in FCRA claims and class action litigation. ECF 306, Declaration of John Soumilas in Support of Plaintiff's Motion for Award of Attorney's Fees, Costs, and Litigation Expenses; ECF 307, Declaration of Robert Sola in Support of Plaintiff's Motion for Award of Attorney's Fees, Costs, and Litigation Expenses. Plaintiff agreed to settle only because the Class Settlement provides an excellent result for Class Members by ensuring the recovery of substantial compensation for all identifiable class members. Class Counsel believe the proposed settlement is fair, reasonable, adequate, and in the best interest of the Class. As such, the experience of counsel supports final approval.

G. The Presence of a Governmental Participant.

Consistent with the Settlement Agreement, RHI provided the required notice pursuant to 28 U.S.C. § 1715(b) to the attorneys general of states in which class members reside, as well as the U.S. territories and the District of Columbia's Corporate Counsel. ECF 300. To date, no government entity has objected to the settlement or sought to intervene. Thus, this factor weighs

in favor of settlement approval. *See Garner v. State Farm Auto Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 WL 1687832, *14 (N.D. Cal. Apr. 22, 2010).

H. The Reaction of Settlement Class Members.

The reaction of Class Members to the Class Settlement has been positive to date, with no objections and no opt-outs, which supports final approval. *See* Notice Decl. at ¶¶ 14-15; *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. at 543-44; *Tadepalli v. Uber Techs., Inc.*, No. 15-CV-04348-MEJ, 2016 WL 1622881, at *8 (N.D. Cal. Apr. 25, 2016) (quoting *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1043) (observing “the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”). The deadline for Settlement Class Members to submit objections and/or requests for exclusion is April 9, 2025. Consistent with the Preliminary Approval Class Counsel will supplement this submission no later than 14 days before the final approval hearing set for May 7, 2025 (ECF 304 at ¶ 15), detailing any objections and opt out requests submitted.

V. SETTLEMENT CLASS MEMBER RECEIVED THE BEST NOTICE PRACTICABLE

In granting the motion for preliminary approval, this Court approved the forms of notice proposed in connection with the settlement. ECF 304 at ¶ 7. The Court found that, “the manner of giving notice set forth in the parties’ Settlement Agreement fully satisfies the requirements of Rule 23 of Federal Rules of Civil Procedure and due process [and] constitutes the best practicable under the circumstances” *Id* at ¶ 8. This notice program was fully implemented by the Settlement Administrator. Notice Decl.

The class notice and notice process approved by this Court and implemented by the Settlement Administrator adequately informed Class Members of the nature of the action and these

proceedings, the terms of the proposed settlement, the effect of the action and release of these claims, the right to exclude themselves from the action, and their right to object to the proposed settlement, as required for final approval of a class settlement under Federal Rule of Civil Procedure 23 and in compliance with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 994 (9th Cir. 2010).

The notice program successfully reached Settlement Class Members. Notice via electronic and U.S. mail has reached approximately 99% of Settlement Class Members. Notice Decl. at ¶¶ 4-9.

VI. THE COURT SHOULD APPROVE THE SERVICE AWARD TO PLAINTIFF

The Settlement Agreement provides that RHI will pay a service award and individual to Plaintiff Magallon of \$15,000.00. ECF 298-1 at ¶ 46. The Ninth Circuit has found that service awards are appropriate to “compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez v. West Publ’ing Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). The requested award here would compensate Ms. Magallon for her contributions in stepping forward initially to bring this case and given her service and involvement as the sole Class Representative throughout the litigation. Plaintiff Magallon has expended substantial time and effort in pursuing these claims on a class action basis over more than a decade. She worked closely with Class Counsel at all stages of the case, including pre-litigation, during written discovery, sitting for her deposition, during settlement negotiations, and preparing for trial. Ms. Magallon was prepared to and had made arrangements to be present for the entire duration of the trial in this matter which was set for three weeks.

Though she could unquestionably have resolved her claims on an individual basis years ago, Plaintiff Magallon persisted in seeking a resolution for all similarly situated individuals, and without her commitment class members would not receive the nearly thousand-dollar checks they are set to receive pursuant to the Settlement. Ms. Magallon's willingness to delay recovery for over a decade supports the requested award. *Peer v. Rick's Custom Fencing & Decking, Inc.*, No. 3:20-CV-01155-AR, 2022 WL 16963843, at *5 (D. Or. Nov. 16, 2022) (approving \$10,000 service award because class representative "assumed responsibilities on behalf of and for the benefit of the Class, even where this commitment meant postponing their own relief for a year."). So too, the magnitude of the recovery for class members, near the maximum statutory damages available, further supports the proposed service award. *See, e.g., Kelley v. Willamette Valley Medical Center, LLC*, 2024 WL 2956956, at *3 (D. Or. June 12, 2024) (approving \$15,000 service award in light of "work this individual provided" and broader release executed); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 WL 671334 (D.Or. Feb. 26, 2007) (finding an incentive award of \$10,000 reasonable, when awards to unnamed class members were as little as \$150); *see also Sewell v. Bovis Lend Lease, Inc.*, 2012 WL 1320124, at *14 (S.D.N.Y. 2012) (collecting cases approving service awards of \$15,000, \$25,000, \$50,000, and \$85,000 "to zealous class representatives in the prosecution of a class action suit").

Furthermore, Plaintiff is providing a much broader general release to RHI and the other Released Parties than absent Class Members, underscoring the appropriateness of the requested award. *See Agreement*, ECF 298-1 at ¶ 98.

The notices provided to the Settlement Class specifically informed Class Members of the amount of this proposed award, and to date no objections to the request have been received. ECF

303-1, Appendix I filed with Plaintiff's Amended Motion for Preliminary Approval at Exhibits A-C.²

VII. THE COURT SHOULD APPROVE THE CY PRES RECIPIENT

Finally, the Court should approve the National Consumer Law Center as the *cy pres* recipient in this matter. Pursuant to the Settlement Agreement, any funds remaining in the Settlement Fund Account after the distributions required by the Settlement are completed will be distributed to a *cy pres* recipient identified by Class Counsel in the Motion for Final Approval. ECF 298-1 at ¶ 96. Class Counsel now identify the National Consumer Law Center ("NCLC") as the *cy pres* recipient here. NCLC is a non-profit organization that "uses the tools of advocacy, education, and litigation to fight for economic justice for low-income and other vulnerable people who have been abused, deceived, discriminated against, or left behind in our economy." <https://www.nclc.org/about-us/>. Ensuring the appropriate usage of background checks in employment is among NCLC's areas of focus. <https://www.nclc.org/topic/background-checks/>.

Delivering undistributed funds to NCLC is appropriate here in light of the nationwide reach of the class here and the consumer protection purposes of the FCRA. *See Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1307–08 (9th Cir. 1990) (*cy pres* distributions must account for the nature of the plaintiffs' lawsuit, the objectives of the underlying statutes, and the interests of the silent class members, including their geographic diversity). NCLC has repeatedly been approved by federal courts as the recipient of unclaimed funds in settlements of FCRA claims stemming from employment-related background checks, like the claim here. *Feist v. Petco Animal Supplies, Inc.*, 2018 WL 6040801, at *6 (S.D. Cal. Nov. 16, 2018); *Alcala v. Meyer Logistics, Inc.*,

² To the extent objections addressing the proposed service award are submitted by the April 9, 2025 deadline, Plaintiff will address them in the update to be provided to the Court 14 days before the final approval hearing.

2019 WL 4452961, at *10 (C.D. Cal. June 17, 2019). NCLC is an appropriate recipient of any undistributed funds in this matter, and Plaintiff requests that the Court approve NCLC as *cy pres* recipient.

VIII. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that this Court grant final approval of the parties' Class Settlement as fair, reasonable, and adequate, certify the proposed Class for settlement purposes, approve NCLC as *cy pres* recipient and enter final judgment in this case.

The settlement is an excellent result, considering the nature of the litigation, the extensive risks of a trial, future motion practice, and potential appeals. Each Class Settlement Member will receive an automatic payment without the need to make a claim. The terms of the settlement, as well as the circumstances surrounding negotiations and its elimination of further costs and delays caused by litigating this case through trial and appeal, satisfy the requirements for final approval.

WHEREFORE, Plaintiff requests that the Court grant final approval to the proposed settlement; approve the proposed service award to Plaintiff Magallon, approve NCLC as the *cy pres* recipient; and enter final judgment in this case.

Dated: March 7, 2025

Respectfully,

BONNIE MAGALLON, *by her attorneys,*

/s/ John Soumilas

James A. Francis

John Soumilas

Lauren KW Brennan

FRANCIS MAILMAN SOUMILAS, P.C.

1600 Market Street, Suite 2510

Philadelphia, PA 19103

(T) 215-735-8600

(F) 215-940-8000

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jsoumilas@consumerlawfirm.com

lbrennan@consumerlawfirm.com

ROBERT S. SOLA

Oregon State Bar No. 4454

Robert S. Sola, P.C.

1500 S.W. First Ave., Suite 800

Portland, Oregon 97201

Telephone (503) 295-6880

Facsimile (503) 243-4546

rssola@msn.com

Attorneys for Plaintiff and the certified Class

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was filed electronically with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the CM/ECF participants.

Dated: March 7, 2025

/s/ John Soumilas

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

BONNIE MAGALLON, on behalf of herself and)	
all others similarly situated,)	
)	
)	
)	
)	
)	Case No. 6:13-cv-1478-SI
v.)	
)	
ROBERT HALF INTERNATIONAL, INC., a)	
foreign corporation,)	
)	
)	
Defendant.)	

DECLARATION OF FRANK BARKAN
IN CONNECTION WITH NOTICE DISSEMINATION

I, Frank Barkan hereby declare and state as follows:

1. I am a member of Continental DataLogix LLC (“Continental”), which the Court appointed Settlement Administrator in the December 11, 2024, Preliminary Approval Order and I was responsible for overseeing the dissemination of notices to members of the Class.

Notice Packet Mailing

2. Continental was provided with data containing names, mailing addresses, and email address, when available, for 2,363 unique Settlement Class Members. No duplicate information was found.

3. In accordance with the Notice Program outlined in the Settlement Agreement, Continental sent E-Mail Notice to Settlement Class Members for whom it had a valid email address and sent Mail Notice to the remainder of the class and to those for whom the E-Mail Notice was undeliverable.

4. In preparation for sending the Mail Notice, Continental processed the mailing addresses through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process provided updated addresses for Class Members who have submitted a change of address with the USPS in the last 48 months, and the process also standardized the addresses for mailing. Continental then prepared a mail file of Class Members that were to receive the notices via First Class Mail.

5. On February 9, 2025, Continental sent Mail Notice (Exhibit A) to 67 Settlement Class Members.

6. On February 9, 2025, Continental sent E-Mail Notice (Exhibit B) to 2,296 Settlement Class Members.

7. As of the close of business on March 5, 2025, 583 E-Mail Notices were returned as undeliverable and Mail Notices were promptly sent to the mailing address for those Settlement Class Members.

8. As of the close of business on March 5, 2025, Continental has not received any Mail Notices returned by the USPS as undeliverable with a forwarding address.

9. As of the close of business on March 5, 2025, 41 Mail Notices were returned by the USPS as undeliverable without a forwarding address. Continental is in the process of performing address searches in an attempt to locate an updated mailing address.

Website

10. An informational website (<https://www.MagallonSettlement.com>) was created and made available on January 10, 2025. In addition to answers to frequently asked questions, the website contains the following:

- Complaint
- Settlement Agreement
- Preliminary Approval Order
- Long-Form Notice
- Motion for Attorneys' Fees, Costs, and Litigation Expenses
- Address Verification Instructions
- Contact Information
- Important Dates

Toll Free Information Telephone Line

11. Continental established and continues to maintain a toll-free telephone line where callers may speak with a live agent and obtain information about the Settlement. As of March 5, 2025, the telephone line has received eight calls.

Written and Emailed Correspondence

12. Continental established and continues to maintain a post office box where Settlement Class Members may submit objections, opt-outs, and other correspondence. As of March 5, 2025, Continental has received correspondence from three Class Members.

13. Continental established and continues to maintain the email address questions@MagallonSettlement.com. As of March 5, 2025, Continental received and responded to 200 emails.

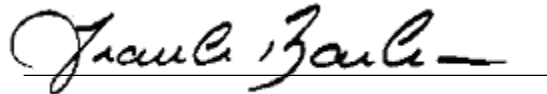
Objection Requests

14. The postmark deadline for submitting an Objection is April 9, 2025. As of March 5, 2025, Continental has not received any Objections.

Opt-Out Requests

15. The postmark deadline for submitting an Opt-Out is April 9, 2025. As of March 5, 2025, Continental has not received any Opt-Out requests.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 6th day of March 2025.

A handwritten signature in black ink, appearing to read "Frank Barkan", is written over a horizontal line.

Frank Barkan

Exhibit A

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

ID#: «ID#»
«First Name» «Last Name»
«Address1»
«Address2»
«City», «State» «Zip»



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 maintained by Robert Half International, Inc., now known as Robert Half Inc., (“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 April 9, 2025. 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 \$4,375,719.32, 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 April 9, 2025. You must do so by writing to the Court (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). 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 May 7, 2025 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 www.MagallonSettlement.com.

What is the Settlement about? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act (“FCRA”) violations by 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 www.MagallonSettlement.com.

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 November 30, 2017; (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 \$4,375,719.32 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 Magallon v. Robert Half International, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486.

You can exclude yourself from the Settlement. If you do not want to be bound by the Settlement, you may exclude yourself by April 9, 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 April 9, 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 May 7, 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 www.MagallonSettlement.com. You may also write with questions to Magallon v. Robert Half International, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, or call the toll-free number, (833) 215-9289. **Please do not contact RHI or the Court for information.**

Exhibit B

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.

Name:

Your Mailing Address:

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 maintained by Robert Half International, Inc., now known as Robert Half Inc., (“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 at www.MagallonSettlement.com.</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 April 9, 2025. For more information about how to exclude yourself, see www.MagallonSettlement.com.</p>
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	<p>Portland, Oregon 97204). For more information about what to include in an objection, see www.MagallonSettlement.com.</p> <p>If the Court approves the Settlement, you will still receive a settlement check even if you objected.</p>
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Questions?

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Click [here](#) to unsubscribe from future emails regarding the *Magallon v. Robert Half International, Inc.* Settlement.