

FILED

San Francisco County Superior Court

APR 17 2026

CLERK OF THE COURT

BY: Edward J. [Signature]
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

KARA PAOLILLI and MICHAEL FOSTER,
individually and on behalf of themselves and
all other persons similarly situated,

Plaintiffs,

v.

SMARTSTART EMPLOYMENT
SCREENING, INC., and DOES 1 through 25,

Defendants.

CASE NO. CGC-21-597355

COMPLEX

AMENDED JUDGMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AMENDED JUDGMENT

Amended Judgment is hereby entered in accordance with the terms of this Court’s Order Granting Motion for Final Approval of Class Action Settlement (“Final Approval Order”) dated December 10, 2024. For purposes of this Amended Judgment, the Court hereby incorporates the Settlement Agreement by reference.¹

1. The Settlement Class is defined as: “all persons residing in California in August 2021 who were sent notice by Defendant that their PI may have been exposed as a result of the Incident.”

2. No Class Member objected to the Settlement or requested exclusion from the Settlement following a full and fair opportunity to participate.

3. In accordance with the Settlement Agreement, Class Representatives and all Settlement Class Members release Defendant and Released Parties² from all Released Claims.

4. Released Claims include all claims alleged in the Class Action Complaint filed in the Action and all potential claims reasonably arising out of the same set of operative facts as pled in the Complaint. As defined in paragraph 3.20 of the Settlement Agreement, “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any law (including federal law, state law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled in the

¹ “Settlement Agreement” refers to the Amended Settlement and Release Agreement submitted in conjunction with the supplemental filings in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement on July 18, 2024. All terms used in this Amended Judgment shall have the same meaning as that assigned to them in the Settlement Agreement.

² “Released Parties” means Defendant and any and all of its present or past affiliates, divisions, predecessors, successors, assignees, parents, or subsidiaries and the associates, employers, employees, agents, consultants, dealers, contractors, independent contractors, vendors, insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, general or limited partners of Defendant, and any and all other individuals or entities in which Defendant have a controlling interest or which are affiliated with them, or any other representatives of any of these persons and entities.

1 Complaint and that arise out of or relate to the Incident and claims pled in the Complaint. This
2 includes, but is not limited to, claims based upon California UCL (Unlawful & Unfair Business
3 Practices) Bus. and Prof. Code §17200 *et seq.*, Negligence, Breach of Confidence and
4 California’s Consumer Privacy Act (Cal. Civ. Code § 1798.100, *et seq.*) specifically exclude
5 any claims arising from any action or conduct unrelated to the operative facts or claims as plead
6 in the Complaint.

7 5. The Settlement Sum is \$344,600.00 and is to be paid into a non-reversionary
8 Settlement Fund. In its Final Approval Order, the Court authorized the following distributions
9 from the Settlement Fund: (1) \$114,855.18 in attorneys’ fees to Class Counsel; (2) \$14,871.21
10 in litigation costs; (3) A service award in the amount of \$2,500 to each named Plaintiff/Class
11 Representative [*i.e.*, \$5,000 in the aggregate]; and (4) \$20,544.00 in total administration costs
12 to Settlement Administrator, Simpluris, Inc. The remaining balance of funds after said
deductions is the Net Settlement Amount.

13 6. The Net Settlement Amount shall be distributed to Settlement Class Members in
14 accordance with the terms for administration of the Settlement Fund as set forth in the Settlement
15 Agreement and in this Court’s Final Approval Order.

16 7. The Court finds the initial distribution per the Final Approval Order and the
17 supplemental distribution, conducted in accordance with the Order Granting Plaintiffs’
18 Unopposed Request for Supplemental Distribution of Remaining Settlement Funds entered on
19 December 16, 2025, have been timely completed.

20 8. Residual funds from uncashed or unnegotiated checks remaining following the
21 execution of the distribution plan, which includes reminder and remailing efforts by the
22 Settlement Administrator, and from the supplemental distribution, shall be forwarded to the
23 designated *cy pres* recipient, Electronic Privacy Information Center (“EPIC”), in accordance
24 with the Settlement Agreement. The remaining residual funds for distribution to the *cy pres*
recipient, total \$10,679.13.

25 9. Pursuant to Code of Civil Procedure § 384(b), the settlement has been completely
26 implemented, and the judgment is hereby amended finding satisfactory compliance with respect
27 to the amounts distributed. The Settlement sum of \$344,600 has been allocated as follows:

28

Attorneys’ Fees: (\$114,855.18)

1 Litigation Costs: (\$14,871.21)

2 Awards for Service Payments: (\$5,000)

3 Initial and supplemental payments negotiated and redeemed: (\$172,535.48)

4 Administration Costs: (\$26,659)

5 (\$20,544 plus supplemental distribution \$6,115)

6 *Cy Pres* Distribution: (\$10,679.13)

7 Ending balance: \$0.

8 10. This Amended Judgment is intended to be a final disposition of the above-
captioned action in its entirety and is intended to be immediately appealable.


9 11. Notwithstanding the preceding, this Court shall retain jurisdiction over the Parties
10 and all Settlement Class Members to enforce the terms of the Settlement Agreement, Final
11 Approval Order, and Amended Judgment.

12 12. Notice of this Amended Judgment shall be provided to the Settlement Class
13 Members by posting the Amended Judgment on the settlement website forthwith, and it shall
14 remain there at least thirty (30) days from the date this Amended Judgment is entered. It shall
15 not be necessary to send notice of entry of this Amended Judgment to the Settlement Class by
16 any other means.

17 13. The Court directs the Clerk to enter this Amended Judgment as provided herein.

18 **IT IS SO ORDERED.**

19 DATED: Apr. 17, 2026

20 
21 HON. ETHAN P. SCHULMAN
22 JUDGE OF THE SUPERIOR COURT
23
24
25
26
27
28

