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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16 **WESTERN DIVISION**

17 HALIE BLOOM, *et al.*, and all others  
18 similarly situated.

19 Plaintiffs,

20 v.

21 ACT, INC., a corporation, and DOES 1-  
22 100.

23 Defendant.

24 JAQUEL PITTS, an individual, and all  
25 others similarly situated,

26 Plaintiff-Intervenor,

27 v.

28 ACT, INC., a corporation, and DOES 1-  
100.,

Case No.: 2:18-CV-06749-GW-KS  
District Judge George H. Wu;  
Magistrate Judge Karen L. Stevenson

**PROPOSED FINAL ORDER AND  
JUDGMENT**

Date: April 1, 2021  
Time: 8:30 a.m.  
Crtrm.: 9D

1 Defendant. \_\_\_\_\_

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Plaintiffs' Motion for (1) Final Approval of Class Action Settlement Under Fed. R. Civ. P. 23(e), (2) for Approval of Award of Attorney’s Fees and Costs, and (3) for Approval of Class Representative Service Awards came on for hearing before this Court on April 1, 2021, at 8:30 a.m.. The Court held a fairness hearing under Rule 23(e)(2) on April 1, 2021 at 8:30 a.m. After full consideration of the matter, this Court finds as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over this litigation, Plaintiffs, Defendants, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. On October 1, 2020, this Court entered an Order Granting Motion for Preliminary Approval of Class Action Settlement, in which the Court preliminarily approved the proposed Settlement as being fair, reasonable, and adequate to the Settlement Classes; preliminarily certified settlement classes; designated class representatives and class counsel; appointed a Settlement Administrator; approved the forms and methods of disseminating information about the Settlement and requested attorney’s fees, costs, and service awards and found them to constitute the best notice practicable under the circumstances, satisfied the requirements of due process, was reasonably calculated to apprise California Class Members of the nature of this litigation, the scope of the California Settlement Classes, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court would grant timely exclusion requests, the time and manner for requesting exclusion, and the binding effect of final approval.

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1           4.       The Settlement is finally approved as being a fair, reasonable, and  
2 adequate class action settlement. The Court further finds based on its review of the  
3 terms of the proposed Settlement Agreement, the exhibits and attachments thereto,  
4 Plaintiffs’ motion for preliminary and final approval, papers and briefs, the  
5 declarations submitted in support of the motions, and any statements made on the  
6 record during the hearing on April 1, 2021 that the Settlement Agreement was the  
7 result of serious, informed, non-collusive negotiations conducted with the assistance  
8 of the Honorable Louis Meisinger.

9           5.       The Settlement does not improperly grant preferential treatment to any  
10 individual or segment of the Settlement Class; does not exhibit any signs of  
11 collusion, explicit or subtle; and is fair, reasonable, and adequate under Federal Rule  
12 of Civil Procedure 23(e)(2).

13           6.       For purposes of this order, settlement, and judgment, ACT does not  
14 admit or concede any liability or wrongdoing whatsoever to any other Party and  
15 expressly denies any such liability or wrongdoing.

16           7.       The Court therefore GRANTS final approval of the Settlement.

17                           **FINDINGS ON SETTLEMENT CLASS CERTIFICATION**

18           8.       The Court certifies the following California Settlement Classes for  
19 purposes of judgment on the proposed Settlement under the Rule 23(b)(3):

20                   *California Disclosure Subclass:* All individuals who meet all of the following  
21 criteria in connection with any single administration of the ACT Test according to  
22 ACT’s records:

23                   (a)       took an ACT Test on or after September 1, 2002, and on or  
24 before August 2, 2020;

25                   (b)       resided in California at the time they took the ACT Test or took  
26 the ACT Test in California; and  
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1 (c) satisfies at least one of the following criteria: (i) such individual  
2 provided an Eligible SPS Question 8 Response or (ii) such individual was  
3 administered the exam through Special Testing.

4 *California EOS Subclass:* All individuals who meet the following criteria in  
5 connection with any single administration of the ACT Test according to ACT's  
6 records:

7 (a) took an ACT Test through Special Testing on or after September  
8 1, 2007, and before August 2, 2020;

9 (b) resided in California at the time they took the ACT Test or took  
10 the ACT Test in California; and

11 (c) left the response to the EOS Opt-In Query blank on the Special  
12 Testing answer folder for at least one exam.

13 9. The Court certifies the following California Settlement Classes for  
14 purposes of judgment on the proposed Settlement under the Rule 23(b)(2):

15 *Injunctive Relief Class:* All individuals in the United States who meet either  
16 of the following criteria:

17 (a) Took the ACT Test through Special Testing at any time, or

18 (b) Provided an Eligible SPS Question 8 response at any time.

19 10. The Court finds, for settlement purposes only, that the requirements of  
20 Rule 23(a) are satisfied.

21 11. Rule 23(a)(1) is satisfied because the California Disclosure Subclass  
22 consists of 56,049 unique individuals, the California EOS Subclass consists of at  
23 least 9,699 unique individuals, and the Injunctive Relief Class consists of at least  
24 56,049 unique individuals.

25 12. Rule 23(a)(2) is satisfied because there are common issues of fact and  
26 law, including the following:

27 a. Does or did ACT have a policy of annotating college score  
28

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1 reports with information indicating that the examinee has a disability or a need for  
2 testing accommodations?

3 b. Would the aforementioned policy be or have been unlawful  
4 under the Americans with Disabilities Act, the Unruh Act, California's Unfair  
5 Competition Law, or California's constitutional right to privacy?

6 c. Does or did ACT have a policy of requiring Special Testing  
7 examinees to complete an additional burden to enroll in the EOS program? Does  
8 ACT operate a place of public accommodation?

9 d. Would the aforementioned policy be or have been unlawful  
10 under the Americans with Disabilities Act, the Unruh Act, California's Unfair  
11 Competition Law, or California's constitutional right to privacy?

12 e. Would statutory tolling under the discovery rule or fraudulent  
13 concealment toll the statute of limitations for class members as to each of the  
14 alleged policies challenged?

15 13. The Court further finds, for settlement purposes only, that the Class  
16 Representatives' claims are typical of those of Settlement Class Members and that  
17 the Class Representatives will fairly and adequately protect the interests of the  
18 Settlement Class; therefore Rule 23 (a)(3) and (4) are satisfied.

19 14. Additionally, the Court finds, for settlement purposes only, that the  
20 requirements of Rule 23(b)(2) are satisfied as to the Injunctive Relief Class, as ACT  
21 is alleged to have acted or refused to act on grounds that apply generally to the class,  
22 so that final injunctive relief is appropriate respecting the class as a whole;

23 15. Additionally, the Court finds, for settlement purposes only, that the  
24 requirements of Rule 23(b)(3) are satisfied as to the California Settlement Classes,  
25 as the questions of law or fact common to the Settlement Class predominate over  
26 individual questions, and a class action is superior to other available methods for the  
27 fair and efficient adjudication of this controversy.

28 16. The Court confirms its appointment of:

1 a. All Plaintiffs as Class Representatives of the Injunctive Relief  
2 Class.

3 b. Halie Bloom, Devon Linkon, Jaquel Pitts, M.B., Jane Doe, A.C.,  
4 and John Doe as Class Representatives for the California Disclosure Subclass.

5 c. Halie Bloom, Devon Linkon, M.B., Jane Doe, A.C., and John  
6 Doe as Class Representatives for the California EOS Subclass.

7 **NOTICE AND ADMINISTRATION**

8 17. The Court finds that the Parties have fully implemented the procedures  
9 for notice to the California Classes pursuant to the Settlement Agreement and the  
10 Preliminary Approval Order.

11 18. The Court finds that the Notice satisfied the requirements of due  
12 process and Federal Rule of Civil Procedure 23 and provided the best notice  
13 practicable under the circumstances. The Court confirms that the Notice and plan for  
14 its dissemination were reasonably calculated to apprise California Class Members of  
15 the nature of this litigation, the scope of the California Settlement Classes, a  
16 summary of the class claims, that a Class Member may enter an appearance through  
17 an attorney, that the Court will grant timely exclusion requests, the time and manner  
18 for requesting exclusion, and the binding effect of final approval.

19 19. The Court find no objections have been submitted by Class Members.

20 20. The Court finds that two Class Members submitted requests for  
21 exclusion from the California Subclasses. Those persons, whose identities have  
22 been provided to both parties, are excluded from the California Subclasses and are  
23 not bound by the Settlement (other than to the extent a member of the Injunctive  
24 Relief Class).

25 **CONSENT DECREE**

26 21. The Consent Decree attached hereto as Exhibit A is part of this Final  
27 Order and Judgment, binding on the parties to which it applies, and is effective as of  
28 the Effective Date of the Settlement.

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**ATTORNEY’S FEES AND EXPENSES**

22. Class Counsel are hereby awarded attorneys’ fees in the amount of \$3,923,439.50, representing approximately 24.5% of the Settlement Amount, and \$76,560.50 in litigation expenses. Attorney’s Fees and Expenses will be paid from the Settlement Amount in accordance with the manner of payment set forth in the Settlement Agreement.

23. The Court finds the award of attorney’s fees and expenses to be fair and reasonable. In making this finding, the Court has considered and found that:

a. Upon the Effective Date, the Settlement will create a common fund consisting of \$16 million in cash that will be funded into an Escrow Account under the terms of the Settlement Agreement, and the Class Members will benefit from the Settlement;

b. Copies of the Post Card Notice were mailed to 26,289 California Class Members, and the Email Notice was emailed to 29,748 class members, informing the California Class Members that Class Counsel will request attorney’s fees and expenses up to \$4 million. There were no objections to the settlement;

c. Class Counsel has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

d. The action raised a number of complex issues;

e. Had Class Counsel not achieved the Settlement, there was a significant risk that the Class Members may have recovered less or nothing from ACT, Inc.;

f. Class Counsel undertook the representation of the Class Representatives on a fully contingent basis, thereby assuming the risk of loss;

g. The award of attorney’s fees amounts to 24.5% of the Settlement Amount, which is below the 25% benchmark of reasonableness under Ninth Circuit case law;

h. Class Counsel devoted over [cite] hours, with a lodestar value of

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1 approximately [cite] to achieve the Settlement;

2 i. The amount of attorneys’ fees awarded and expenses to be  
3 reimbursed from the Settlement Amount are fair and reasonable and consistent with  
4 awards in similar cases.

5 24. The award of Attorney’s Fees and Expenses will be distributed from  
6 the Settlement Amount in the manner set forth in the Settlement Agreement.

7 **SERVICE AWARDS**

8 25. The Court finds that the Class Representatives devoted sufficient time  
9 to the prosecution of this action on behalf of the classes to deserve a service award  
10 and may have risked reputational injury as a result of agreeing to be named plaintiffs  
11 in this action.

12 26. The Court finds and approves Class Representative Service Awards in  
13 an amount equal to \$5,000 to each Class Representative, totaling \$50,000.

14 **DISMISSAL OF ACTION AND OTHER TERMS**

15 27. This action is dismissed with prejudice, and the Released Claims and  
16 releases and other obligations applicable to ACT in Paragraph 7 of the Settlement  
17 Agreement are released as set forth in the Settlement Agreement.

18 28. The Court retains jurisdiction with respect to implementation and  
19 enforcement of the terms of the Settlement Agreement and this Final Order and  
20 Judgment.

21 29. In the event that the Settlement is terminated pursuant to the terms of  
22 the Settlement Agreement or the Effective Date fails to occur, this Order shall  
23 become void, shall have no further force or effect, and shall not be used in this  
24 action or in any other proceedings for any purpose other than as may be necessary to  
25 enforce the terms of the Settlement Agreement that survive termination.

26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
28 Hon. George Wu  
Judge, United States District Court

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# EXHIBIT A

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

HALIE BLOOM, *et al.*, and all others  
similarly situated.

Plaintiffs,

v.

ACT, INC., a corporation, and DOES 1-  
100.

Defendant.

---

JAQUEL PITTS, an individual, and all  
others similarly situated,

Plaintiff-Intervenor,

v.

ACT, INC., a corporation, and DOES 1-  
100.,

Defendant.

Case No.: 2:18-CV-06749-GW-KS  
District Judge George H. Wu;  
Magistrate Judge Karen L. Stevenson

**CONSENT DECREE**



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Plaintiffs HALIE BLOOM, an individual, DEVON LINKON, an individual, EMMA L., an individual, JOHN DOE, an individual, SAM M., an individual; CAROLINE L., an individual; JANE DOE, an individual; M. B., an individual; A. C., an individual, and JAQUEL PITTS, an individual, on behalf of themselves and similarly situated individuals as described herein (“Plaintiffs”), through their undersigned counsel, having filed a claim for injunctive relief, and Defendant ACT, Inc. (“Defendant” or “ACT,” and together with Plaintiffs, the “Parties” or “Settling Parties”), through its undersigned counsel, having appeared and stipulated to the entry of this Consent Decree, and Plaintiffs having consented to this Decree:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Court has jurisdiction over the subject matter and all parties to this action under 28 U.S.C. §§ 1331 and 1332 and its inherent equitable powers, in all cases for purposes of entering and enforcing this Consent Decree.
2. The Third Amended Complaint filed on August 19, 2019 in this action alleged claims for injunctive relief under the Americans with Disabilities Act, the Rehabilitation Act, California’s Unruh Act, the California Constitution, and California’s Unfair Competition Law (Business & Professions Code § 17200).

1           3.     Defendant denied those claims and does not admit or concede any  
2 liability or wrongdoing whatsoever to Plaintiffs and expressly denies any such liability  
3 or wrongdoing.  
4

5           4.     This Consent Decree is part of an amicable resolution of disputed claims,  
6 as to which there have been no findings of fact or conclusions of law made by the  
7 Court on the merits of any claims asserted by the Plaintiffs.  
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10          5.     For purposes of this Consent Decree:

11           a.     The Parties stipulate to, and waive their rights to appeal from, class  
12 certification, for settlement purposes only, of the following Injunctive Relief Class  
13 pursuant to Fed. R. Civ. P. 23(b)(2):  
14

15                   All individuals in the United States who meet either of the following  
16 criteria: (a) took the ACT Test through Special Testing at any time or (ii)  
17 provided an Eligible SPS Question 8 response at any time.  
18

19           b.     The Parties stipulate to, and waive their rights to appeal from, the  
20 appointment of Panish, Shea & Boyle LLP and Miller Advocacy Group PC as class  
21 counsel (“Class Counsel”).  
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23           6.     For purposes of this Consent Decree, the following definitions shall  
24 apply:  
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1 a. “ACT® Test” or “ACT Test” refers to the standardized college  
2 admissions test that is developed and administered by ACT, Inc.

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4 b. “EOS” refers to ACT’s “Educational Opportunity Service” or any  
5 similar enrollment management program or student search service offered and  
6 operated by ACT.

7  
8 c. “Covered Program” is a college, university, scholarship  
9 organization, athletic association, postsecondary program, Congressional office,  
10 enrollment management company, or any other entity assigned an ACT Code in the  
11 “ACT Code Numbers for Colleges and Other Score Recipients” publication.  
12

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14 d. “College-Reportable” score is a score for the ACT Test that is  
15 reportable by ACT to any Covered Program in an official ACT Test score report.  
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18 e. “National Testing” is ACT’s program for administering the ACT  
19 Test at test centers throughout the United States.

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21 f. “Non-College Reportable” score is one achieved on the ACT Test  
22 using accommodations and/or English Language supports that are not approved by  
23 ACT through its standard accommodation review process and instead are approved by  
24 a state agency or department, a school, or a local educational agency.  
25

26  
27 g. “Qualified User” is a college, university, entity that offers  
28 scholarships, or an entity that offers other educational or scholarship opportunities for

1 individuals with disabilities that certifies in writing to ACT that it has programs or  
2 services for individuals with mental or physical impairments, is aware of the  
3 regulations regarding pre-admission inquiries under the Rehabilitation Act and, if  
4 applicable, has reviewed them, will access and use the information provided by ACT  
5 in compliance with all applicable laws, and has stated in writing to ACT that it will  
6 not disclose the individual's interest in learning about such opportunities to personnel  
7 who will make decisions regarding the individual's admission to any postsecondary  
8 program prior to any admission decision.  
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12 h. "Special Testing" means ACT's program for administering the  
13 ACT Test to individuals with disabilities whose accommodations include  
14 accommodations that cannot be provided during a National test administration at ACT  
15 test centers (such as more than 50% extra testing time or testing over multiple days).  
16  
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18 7. Upon entry of this Consent Decree, ACT, Inc. is permanently restrained  
19 and enjoined from :  
20

21 a. Providing any information on score reports for the ACT Test that it  
22 provides to any Covered Program, for any test taken in a College-Reportable manner,  
23 which discloses that the examinee received disability-related testing accommodations  
24 or that the examinee has a disability (including examinees self-identifying as having a  
25 disability).  
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1           b.     Using “SCHOOL” or “national” to identify the location of an exam  
2 administration on score reports for the ACT® Test, or any other “location” identifier  
3 that would identify whether an individual took the ACT® Test by way of National or  
4 Special Testing.  
5

6           c.     Including any examinee’s answer to any question regarding  
7 disabilities on any score report for the ACT Test sent to any Covered Program, for any  
8 test taken in a College-Reportable manner.  
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10           d.    Inquiring into an examinee’s disability status during registration  
11 for or administration of the ACT Test for reasons unrelated to the provision of testing  
12 accommodations.  
13

14           e.    Allowing users of EOS to use either disability status or receipt of  
15 accommodations as a search criterion.  
16

17           8.    Upon entry of this Consent Decree, ACT, Inc. is permanently enjoined  
18 to:  
19

20           a.    Assign ACT ID numbers to ACT Test examinees without regard to  
21 whether an examinee tested with accommodations and without regard to whether an  
22 examinee has or does not have any disabilities.  
23

24           b.    Allow all examinees to enroll in EOS in the same manner during  
25 the process of registering to the take the ACT Test, without regard to whether an  
26



1 examinee will test with or without accommodations and without regard to whether an  
2 examinee has or does not have any disabilities.

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4 9. Notwithstanding Paragraph 7(b), ACT may use the Test Location field to  
5 indicate that an ACT Test was taken through state or district testing, DANTES testing,  
6 residual testing, or international testing. ACT reserves the right to use the Test  
7 Location field to indicate other test locations as well, provided that those locations do  
8 not indicate that an exam was taken through National or Special Testing, that an exam  
9 was taken with testing accommodations, or that the examinee had a disability at the  
10 time of test administration (including examinees self-identifying as having a  
11 disability).

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15 10. Notwithstanding any other provision of this Consent Decree, this Consent  
16 Decree does not prohibit the activities described in this paragraph: ACT may ask  
17 examinees during registration for or administration of the ACT Test whether they  
18 would like their contact information to be provided to a Qualified User so that the  
19 Qualified User may reach out to them regarding scholarships or other educational  
20 opportunities for individuals with disabilities. If an examinee answers yes, ACT may  
21 provide that examinee's name, contact information, and answer to the question(s)  
22 regarding such interest only to Qualified Users.

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27 11. ACT agrees that it will cause its subsidiaries and affiliates, including but  
28 not limited to NRCCUA, to comply with the obligations undertaken by ACT in

1 paragraphs 7 and 8 above to the extent they possess any disability information that  
2 originated with ACT and have assumed responsibility for the reporting of ACT Test  
3 scores or ACT's enrollment service products relating to any examinees who,  
4 according to ACT's records, reside in the United States or have their scores reported  
5 to entities located in the United States. Subsidiary means an entity in which ACT  
6 directly or indirectly owns more than half its stock, membership units, or other equity  
7 interests. Affiliate means an entity in which ACT directly or indirectly owns less than  
8 half of its stock, membership, or other equity interest, but nonetheless has the power  
9 to elect more than half of its board of directors or trustees. Notwithstanding its  
10 Privacy Policy, ACT will not disclose information obtained pursuant to Paragraph 10  
11 to any entities that are not included within the definition of "affiliate" provided in this  
12 paragraph.

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18 12. Notwithstanding any other provision of this Consent Decree, ACT may  
19 make any disclosures required or permitted in response to a subpoena or other legal  
20 processes, required by law, or in connection any government or governmental agency  
21 investigation.

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24 13. Before any litigation is commenced to enforce this Consent Decree, ACT  
25 and Class Counsel or the affected Class Member (as applicable) shall make a good  
26 faith effort to resolve any dispute without court intervention. As part of this good faith  
27 effort to resolve any dispute, a Class Member or Class Counsel must provide notice in  
28

1 writing to ACT of a dispute under the Consent Decree (a “Written Notice”), afford  
2 ACT a reasonable opportunity to provide a response to such Written Notice or cure  
3 the alleged breach, and then hold a meet-and-confer session with counsel for ACT in  
4 person. If ACT does not provide a response to the Written Notice within 30 days’ of  
5 such notice, then Class Counsel or the Class Member (as applicable) may file an  
6 enforcement action. If, after ACT provides a response to the Written Notice and the  
7 relevant parties conduct an in-person meet and confer, the alleged breach has not been  
8 resolved by the relevant parties, the Class Member or Class Counsel shall be deemed  
9 to have discharged their obligation to meet and confer under this section and may seek  
10 judicial relief. Failure to make a good-faith effort to resolve such disputes as  
11 described in this paragraph shall result in the Court either dismissing any action or  
12 proceeding to enforce this Consent Decree or staying the proceeding until such good-  
13 faith effort has occurred. In determining whether a Class Member or Class Counsel  
14 has afforded ACT a reasonable opportunity to provide a response to such Written  
15 Notice or cure the alleged breach, the Court shall consider whether the affected Class  
16 Member has notified ACT that such Class Member will suffer irreparable injury  
17 absent compliance with this Consent Decree (including sufficient information to  
18 enable ACT to evaluate such claim of irreparable injury) and the approximate date  
19 such irreparable injury is expected to occur.  
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1           14.    ACT or Class Counsel may request that the other party agree to a  
2 modification to any term in the Consent Decree for good cause, and approval for such  
3 a modification will not be unreasonably withheld. Any such modification must be  
4 made by way of a written agreement signed by an authorized representative of ACT  
5 and Class Counsel. Subject to the dispute resolution process above, either ACT or  
6 Class Counsel may petition the Court to modify the terms of this Consent Decree to  
7 the extent permissible under existing law. ACT may not ask any Class Members to  
8 waive any of ACT's obligations under this Consent Decree.  
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12           15.    Notwithstanding any other provision, the restrictions imposed on ACT by  
13 this Consent Decree will not apply to ACT's reporting of Non-College-Reportable  
14 scores.  
15

16  
17           16.    Each Plaintiff and each Class Member hereby broadly releases and  
18 forever discharges ACT, Inc., its officers, directors, affiliates, predecessors and  
19 successors-in-interest from any and all federal and California claims against ACT for  
20 injunctive relief arising out of or related to the facts alleged in the Third Amended  
21 Complaint, the collection or disclosure of disability or disability-related information in  
22 connection with the ACT Test, enrollment in EOS, or disclosure of disability-related  
23 information through EOS. For clarity, the foregoing release does not release claims  
24 for injunctive relief based on any practices related to Non-College-Reportable Scores,  
25 data breaches, or the activities described in Paragraph 10 above to the extent they  
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1 violate applicable law. For purposes of this paragraph, a “data breach” is defined as  
2 the unauthorized acquisition of computerized data that compromises the security,  
3 confidentiality, or integrity of personal information maintained by ACT; the good  
4 faith acquisition of information by an employee or agent of ACT for the purposes of  
5 ACT’s business is not a “data breach” as long as the information is not used for an  
6 unauthorized purpose or subject to further disclosure for a purpose that is  
7 unauthorized.  
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11 SO ORDERED:

12 DATED: April 1, 2021

13 \_\_\_\_\_  
Honorable George Wu

14 Submitted by:

15  
16 PANISH SHEA & BOYLE LLP

17  
18  
19 Bv \_\_\_\_\_ */s/ Jesse Creed*  
Rahul Ravipudi  
Jesse Creed  
20 Attorneys for Plaintiffs and Class  
21 Members

22  
23 SMITHAMUNDSEN LLC

24  
25  
26 \_\_\_\_\_ */s/ Ronald Balfour*  
Eric Samore  
27 Ronald Balfour  
Attorneys for ACT. Inc.  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 11111 Santa Monica Boulevard, Suite 700, Los Angeles, CA 90025.

On March 18, 2021, I served true copies of the following document(s) described as **PROPOSED FINAL ORDER AND JUDGMENT** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 18, 2021, at Los Angeles, California.

/s/ Jaqueline Lucio  
\_\_\_\_\_  
Jaqueline Lucio

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**SERVICE LIST**  
**Bloom v. Act, et al.**  
**Case No. 2:18-cv-06749-GW-KS**

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