

IN THE IOWA DISTRICT COURT POLK COUNTY

**VERNON KEITH ROBINSON AND
COURTNEY SMITH, on behalf of a
certified class,**

Plaintiffs,

v.

DES MOINES PUBLIC SCHOOLS,

Defendant.

Case No. LACL136651

**ORDER GRANTING PRELIMINARY
SETTLEMENT APPROVAL**

Based on the Joint Motion for Preliminary Approval of the proposed settlement and good cause shown therein, IT IS HEREBY ORDERED:

1. Preliminary Approval of Proposed Settlement. The Court hereby preliminarily approves the Settlement Agreement and the Settlement terms and conditions set forth therein, and finds that the terms and conditions constitute, in all respects, a “fair, reasonable and adequate” settlement as to all Settlement Class Members under the applicable legal standards. Specifically, based on the submissions by Plaintiffs with their Motion for Preliminary Approval, the Court preliminarily finds:
 - a. That the Class Representatives and Class Counsel have at all times adequately represented the Class;
 - b. That the Settlement Agreement is not a product of fraud, overreaching, or collusion, and is the product of extensive, arm’s-length negotiations;
 - c. That the Settlement Agreement provides adequate relief for the Settlement Class

Members, taking into account (1) the relative strengths and weaknesses of Plaintiffs' claims and the applicable defenses; (2) the stage of the proceedings, including the costs, risks, and delay of trial and appeal; (3) the effectiveness of any proposed method of providing notice and distributing relief to the class; and (4) the terms of any proposed award of attorneys' fees, including timing of payment; and

- d. That the Settlement Agreement treats Settlement Class Members equitably relative to each other.
2. Additionally, the Court finds that the Settlement Agreement is fair, reasonable, and adequate based on: the merits of Plaintiffs' case, weighed against the terms of the Settlement Agreement; the Defendant's financial condition; the complexity and expense of further litigation; and the amount of opposition to the Settlement Agreement.
 3. The Court previously granted class certification of Plaintiffs' claims. The Class remains certified and the class definition is set forth below:

The class consists of all African-Americans who from April 11, 2014 through December 12, 2018 were harmed by: (1) Des Moines Public Schools' practice of excluding applicants from employment based upon criminal background screening criteria without consideration of information relevant to whether the policy as applied to those applicants is job related and consistent with business necessity; or (2) Des Moines Public Schools' practice of excluding applicants from employment based upon whether or how thoroughly they disclosed their prior criminal conviction; or (3) both.

The class does not consist of any applicants who were statutorily barred from working for an Iowa school district due to their inclusion on abuse registries, any applicants who the Des Moines Public School District excluded solely because of non-criminal convictions such as arrests or traffic accidents, and any applicants who were hired by the Des Moines Public School District but only

denied vehicle leases as a result of criminal conviction screenings. The class period is limited to April 11, 2014 through December 12, 2018.

Three subclasses are established. They are: (1) A subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on criminal background screening criteria without consideration of information relevant to whether the policy as applied to those applicants is job related and consistent with business necessity; (2) a subclass of the African American applicants harmed only by the Des Moines Public School District's practice of excluding applicants from employment based on whether or how thoroughly the applicants disclosed their prior criminal convictions; and (3) a subclass of those African American applicants who were harmed by both aspects of the District's criminal background check practice.

4. Class Counsel. Newkirk Zwagerman, P.L.C., Nichols Kaster, PLLP, and Bailey & Glasser, LLP are APPOINTED as Class Counsel.
5. Class Representatives. Plaintiffs Vernon Keith Robinson and Courtney Smith are the Class Representatives.
6. Class Notice. The Parties' Postcard Notices, Electronic Notice, and Long Form Notice are APPROVED for distribution in accordance with the schedule included in the Settlement Agreement. Atticus Administration is appointed as Settlement Administrator. The Electronic Notice is to be emailed (where email addresses are available); the Postcard Notice is to be mailed; and the Long Form Notice is to be posted on the settlement website. The Parties are permitted to make non-substantive changes prior to mailing/posting, including applicable deadlines and contact information.
7. Objections. Settlement Class Members shall have the right to object to this Settlement pursuant to the procedures and schedule included in the Settlement Agreement.
8. Effect of Failure to Approve Settlement. If the Settlement Agreement is not finally

approved by the Court, or for any other reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement Agreement, or if the Settlement Agreement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no further force or effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;
 - b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Plaintiffs or Defendant;
 - c. Neither the Settlement Agreement nor any publicly disseminated information regarding the Settlement Agreement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement Agreement, any failure of the Court to approve the Settlement Agreement and/or any objections or interventions may be used as evidence.
9. Final Approval Hearing. A Final Approval Hearing is set for August 1, 2025, at 8:30 a.m., in courtroom 220 of the Polk County Historic Courthouse.



State of Iowa Courts

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Type: ORDER SETTING HEARING

So Ordered

A handwritten signature in black ink, appearing to read "L. P. McLellan". The signature is written in a cursive, flowing style.

Lawrence P. McLellan, District Court Judge,
Fifth Judicial District of Iowa

Electronically signed on 2025-03-28 12:39:08