

FILED
Clerk of the Superior Court

JUL 26 2016

By: M. GARLAND, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO-NORTH COUNTY DIVISION

GABRIELA MARTINEZ, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

CHECK AGENCIES OF CALIFORNIA, INC.,
and DOES 1- 100, inclusive,

Defendant.

Case No. 37-2014-00037401-CU-OE-NC

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARDED FEES,
COSTS, AND INCENTIVE AWARD

[E-FILED]

This Court considered Plaintiff Gabriela Martinez's unopposed motion for 1) final approval of class action settlement, including a request for an award of claims administration expenses, and (2) award of attorney's fees and costs and class representative incentive payment. This Court reviewed and considered the papers filed in connection with this motion, including the Joint Stipulation and Settlement Agreement ("Agreement"). Based on this review and the findings below, the Court finds good cause to grant the motion. This Order incorporates, by reference, the definitions of the Agreement and all terms defined therein shall have the same meaning here.

1 **FINDINGS:**

2 1. The Agreement is fair, reasonable, and adequate.

3 2. The Parties adequately performed their obligations under the Settlement and Agreement.

4 3. The Agreement was the product of serious, informed, non-collusive negotiations, has no
5 obvious deficiencies, does not improperly grant preferential treatment to the Class Representative or
6 anyone in the class, and falls within the range of reasonableness.

7 4. Notice was provided to the Class in compliance with the Settlement and due process. The
8 Class Notice: (a) fully and accurately informed Class Members about the lawsuit and settlement; (b)
9 provided sufficient information so that Class Members were able to decide whether to accept the benefits
10 offered, opt-out and pursue their own remedies, or object to the proposed settlement; (c) provided
11 procedures for members to file written objections to the proposed settlement, to appear at the hearing,
12 and to state objections to the proposed settlement; and (d) provided the Final Approval Hearing's time,
13 date, and location.

14 5. Class Counsel Alisa A. Martin of AMartin Law PC and Travis K. Jang-Busby of San
15 Diego County Law Offices adequately represented the Class' interests, conferred a benefit on absent
16 Class Members, expended efforts to secure the benefit, and thus entitled to fees and costs.

17 6. Class Representative Gabriela Martinez initiated the lawsuit, worked on the lawsuit,
18 undertook the risks associated with litigation, conferred a benefit on absent Class Members, and
19 otherwise adequately represented the Class' interests and thus entitled to an Incentive Award.

20 7. The designated Administrator Simpluris, Inc. rendered services, and will continue to
21 render services, in connection with administering the claims and settlement process, and thus entitled to
22 fees and costs.

23 **IT IS ORDERED THAT:**

24 1. **Final Approval of Settlement.** The Court grants final approval of the Agreement and
25 Settlement.

26 2. **Class.** The Class is defined as:
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1 All current and former employees of Check Center who worked in
2 non-exempt positions in California Check Center stores at any time
3 between November 3, 2010 and February 1, 2016.

4 **3. No Opt Outs.** Because no Class Member submitted an Exclusion Request all Class
5 Members are bound by the Agreement and all determinations in this litigation, including this Order and
6 the accompanying Judgment.

7 **4. Release.** Plaintiff and all Class Members have hereby fully and completely released all
8 Released Persons, including Defendant Check Agencies of California, Inc. dba Check Center
9 (“Defendant”), from the Released Claims as provided for in the Agreement which has settled and
10 resolved and forever bars those claims.

11 **5. Settlement Amount.** Following the Effective Date, and as set out in the Agreement,
12 Defendant shall pay up to the Maximum Settlement Amount, in three installments as specified by the
13 Administrator and provided for in the Agreement. Defendant shall have no further liability for costs,
14 expenses, interest, attorney’s fees, or for any other charge, expense or liability, except as provided for in
15 the Agreement.

16 **6. Distribution of Settlement Amount.** The Administrator will make payments from the
17 Settlement Account as provided in the Agreement:

18 **7. Attorney’s Costs.** The Court awards Class Counsel costs of no more than \$20,000 to be
19 paid as provided in the Agreement.

20 **8. Attorney’s Fees.** The Court awards Class Counsel Alisa A. Martin of AMartin Law PC
21 and Travis K. Jang-Busby of San Diego County Law Offices \$200,000 in fees to be paid as provided in
22 the Agreement.

23 **9. Incentive Award.** The Court awards Gabriela Martinez a \$5,000 incentive award to be
24 paid as provided in the Agreement.

25 **10. LWDA Payment.** The Court orders a \$3,750 payment to be made to the California Labor
26 & Workforce Development Agency as provided in the Agreement.

27 **11. Administrator’s Costs.** The Court awards the Administrator, Simpluris, Inc., \$15,500 in
28 fees and costs to be paid as provided in the Agreement.

1 **12. No Admission.** Nothing in this Order, the Settlement, or the Agreement may be
2 construed as an admission or concession on any point of fact or law by or against any party.

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4 DATED: JUL 20 2016 *mg*

JACQUELINE M. STERN

HON. JACQUELINE M. STERN
JUDGE, SUPERIOR COURT, STATE OF CALIFORNIA

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