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11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**

13 CIRENA TORRES, on behalf of herself and ) Case No. 1:16-cv-01915-DAD-BAM  
14 all others similarly situated, )  
15 Plaintiff, ) **[PROPOSED] ORDER GRANTING MOTION**  
16 v. ) **FOR FINAL APPROVAL OF CLASS**  
17 PICK-A-PART AUTO WRECKING (d/b/a ) **ACTION SETTLEMENT AND JUDGMENT**  
18 Pick-A-Part); and DOES 1 through 10, ) **Hearing**  
inclusive, ) Date: July 17, 2018  
19 Defendants. ) Time: 9:30 a.m.  
) Courtroom: #5 (7<sup>th</sup> Floor)  
) Judge: Hon. Dale A. Drozd  
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1 In connection with the Motion For Preliminary Approval Of Class Action Settlement, the  
2 Court received the the Stipulated Settlement Agreement and Release ("Settlement" or  
3 "Agreement"), entered into between plaintiff Cirena Torres ("Torres" or "Plaintiff"), on behalf of  
4 herself and all others similarly situated, defendant Pick-A-Part Auto Wrecking ("Pick-A-Part"),  
5 and their counsel of record.

6 On January 5, 2018 this Court entered an Order granting preliminary approval of the  
7 proposed class action settlement. Dkt. No. 21.

8 On June 15, 2018, Plaintiff filed a Motion For Final Approval Of Class Action Settlement.

9 On June 15, 2018, Plaintiff also filed a Motion For Award Of Attorney's Fees And Costs  
10 To Class Counsel And Incentive Payment To The Class Representative.

11 The Court held a (fairness) final approval hearing on July 17, 2018.

12 Having duly considered all submissions and arguments presented, IT IS HEREBY  
13 ORDERED AND ADJUDGED AS FOLLOWS:<sup>1</sup>

14 1. The Court hereby grants final approval of the proposed settlement upon the terms  
15 and conditions set forth in the Agreement. The Court finds that the terms of the proposed  
16 settlement are fair, adequate and reasonable and comply with Federal Rules of Civil Procedure  
17 ("FRCP") Rule 23.

18 2. The Court orders that the following settlement class ("Settlement Class") is  
19 certified for settlement purposes only:

20 "All consumers who, at any time during the period December 22, 2014 to October 28,  
21 2015, were provided an electronically printed receipt at the point of a sale or  
22 transaction at Pick-A-Part (located at 2274 E. Muscat Ave., Fresno, CA 93725), on  
which receipt was printed the expiration date of the consumer's credit card or debit  
card."

23 3. The Court finds that, for purposes of the Settlement, the above-defined Settlement  
24 Class meets all of the requirements for class certification. The Court further finds that, for  
25 purposes of the Settlement, the requirements of FRCP 23 are satisfied and that (a) the Settlement  
26 Class is ascertainable, (b) the members of the Settlement Class are so numerous that joinder is

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28 <sup>1</sup> Capitalized terms in this Order shall have the same meanings as in the Agreement, unless  
indicated otherwise.

1 impracticable, (c) there are questions of law and fact common to the Settlement Class members  
2 which predominate over any individual questions, (d) the representative Plaintiff's claims are  
3 typical of the claims of the Settlement Class members, (e) the Class Representative and Class  
4 Counsel have fairly, adequately, reasonably and competently represented and protected the  
5 interests of the Settlement Class, and (f) a class action is superior to other available methods for  
6 the fair and efficient adjudication of the controversy.

7         4.       The Court appoints Plaintiff Cirena Torres as the Class Representative for the  
8 Settlement Class.

9         5.       The Court appoints attorney Chant Yedalian of Chant & Company A Professional  
10 Law Corporation as Class Counsel for the Settlement Class.

11         6.       The Court appoints Atticus Administration, LLC as the Settlement Administrator.

12         7.       The Court finds that the Settlement is the product of serious, informed, non-  
13 collusive negotiations conducted at arm's-length by the Parties. In making these findings, the  
14 Court considered, among other factors, the potential statutory damages claimed in the lawsuit on  
15 behalf of Plaintiff and members of the Settlement Class, Defendant's potential liability, the risks of  
16 continued litigation including trial outcome, delay and potential appeals, the substantial benefits  
17 available to the Settlement Class as a result of the Settlement, and the fact that the proposed  
18 Settlement represents a compromise of the Parties' respective positions rather than the result of a  
19 finding of liability at trial. The Court further finds that the terms of the Settlement have no  
20 obvious deficiencies and do not improperly grant preferential treatment to any individual member  
21 of the Settlement Class.

22         8.       The Court finds that the notice that has been provided to Settlement Class  
23 members, as well as the means by which it was provided, all of which the Court previously  
24 approved, constitutes the best notice practicable under the circumstances and is in full compliance  
25 with the United States Constitution, FRCP Rule 23 and the requirements of due process. The  
26 Court further finds that the notice fully and accurately informed Settlement Class members of all  
27 material elements of the lawsuit and proposed class action Settlement, of each member's right to  
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1 be excluded from the Settlement, and each member's right and opportunity to object to the  
2 proposed class action Settlement and be heard at the fairness (final approval) hearing.

3 9. The Court finds that the manner and content of the notice of Settlement has been  
4 complied with in conformity with this Court's previous Orders.

5 10. The Court finds that zero Settlement Class members have timely requested  
6 exclusion from the Settlement.

7 11. The Court finds that zero Settlement Class members have timely objected to the  
8 Settlement.

9 12. The Court finds that zero Settlement Class members have timely requested to  
10 appear or be heard at the fairness (final approval) hearing.

11 13. All Settlement Class members who did not timely exclude themselves from the  
12 Settlement are bound by the Agreement, including the release contained in paragraph 16 of the  
13 Agreement.

14 14. The Court hereby directs the Parties and Settlement Administrator to effectuate all  
15 terms of the Settlement.

16 15. The Court hereby awards \$65,000.00 in reasonable attorney's fees to Class  
17 Counsel, to be paid from the Cash Fund as set forth in the Agreement. This award is equal to  
18 33 $\frac{1}{3}$ % of the Cash Fund, which the Court finds is reasonable based upon the risks and  
19 circumstances involved in this case. The Court also finds that the \$650 hourly rate of Class  
20 Counsel Chant Yedalian is reasonable based upon his qualifications, skills and experience, and  
21 that a lodestar cross-check based upon this hourly rate and time devoted to this case further  
22 supports the fee award to Class Counsel.

23 16. The Court hereby awards to Class Counsel reasonable costs of \$1,082.78, to be  
24 paid from the Cash Fund as set forth in the Agreement.

25 17. The Court hereby awards \$4,000 to the Class Representative, Cirena Torres as a  
26 service (incentive) award to compensate her for her service as the representative of the Settlement  
27 Class. This award is to be paid from the Cash Fund as set forth in the Agreement.  
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1           18.     If any residual funds remain from the Cash Fund, any and all such residual funds  
2 will be distributed to Legal Assistance for Seniors.

3           19.     Each of the Parties is to bear its own fees and costs except as expressly provided in  
4 the Agreement or in the Court's order(s) on Motion For Award Of Attorney's Fees And Costs To  
5 Class Counsel And Incentive Payment To The Class Representative.

6           20.     The Court hereby dismisses the action with prejudice in accordance with the terms  
7 of the Agreement; however, the Court shall retain continuing jurisdiction to interpret, implement  
8 and enforce the Settlement, and all orders and judgment entered in connection therewith.

9           21.     The Court directs the Clerk of the Court to enter this Order as a judgment (subject  
10 to the terms of paragraphs 19-20, above).

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IT IS SO ORDERED.

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

By: \_\_\_\_\_  
Hon. Dale A. Drozd  
United States District Judge