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10 NOTE: CHANGES MADE BY THE COURT

11
 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14

15 JESSICA CLARK, on behalf of herself)
 16 and all others similarly situated,)

17 Plaintiff,)

18 v.)

19 STEIN MART, INC.; and DOES 1)
 20 through 10, inclusive,)

21 Defendants.)

Case No.: CV07-0197 RC

22 **ORDER GRANTING FINAL**
APPROVAL OF SETTLEMENT OF
CLASS ACTION AND ENTRY OF
JUDGMENT THEREON

HEARING

Date: September 24, 2008

Time: 9:30 a.m.

Court Room: 23

Judge: Hon. Rosalyn M. Chapman

1 On May 21, 2008, this Court granted preliminary approval of the Settlement
2 of the class action. Among other things, the Order directed notice be sent to the
3 Settlement Class members, established a deadline of August 15, 2008, for
4 Settlement Class members to opt-out of the Settlement, established a deadline of
5 August 15, 2008, for Settlement Class members to object to the proposed
6 Settlement, and set a final approval and fairness hearing for September 24, 2008.

7 On September 2, 2008, the Parties filed a Motion for Final Approval of
8 Settlement of Class Action ("Final Approval Motion"). Filed concurrently with the
9 Final Approval Motion was the Declaration of Jacqueline Hitomi submitted on
10 behalf of the Settlement Administrator, which set forth the Settlement
11 Administrator's administration of the Settlement and the results of those efforts.

12 On September 24, 2008, this Court held a final approval and fairness hearing
13 to consider whether to grant final approval of the proposed class action Settlement.
14

15 Having duly considered all objections filed, as well as all documents and
16 arguments presented, IT IS HEREBY ORDERED, DECREED AND ADJUDGED
17 AS FOLLOWS:

18 1. The Court hereby grants final approval of the Settlement upon the
19 terms and conditions set forth in the Stipulation of Settlement; provided, however,
20 the Settlement Class is defined as set forth in paragraph 3 below, rather than as
21 defined in the Stipulation of Settlement. The Court finds that the terms of the
22 Settlement are fair, reasonable, and adequate and comply with Rule 23(e) of the
23 Federal Rules of Civil Procedure ("FRCP").

24 2. The Court finds that, for purposes of approving the Settlement, the
25 proposed Settlement Class meets all of the requirements for certification under
26 FRCP Rule 23: (a) the proposed Settlement Class is ascertainable and so numerous
27 that joinder of all members is impracticable; (b) there are questions of law and fact
28 common to the proposed Settlement Class and there is a well-defined community of

1 interest among members of the proposed Settlement Class with respect to the subject
2 matter of the litigation; (c) the claims of the representative of the Settlement Class,
3 Jessica Clark, and potential defenses thereto, are typical of the claims and defenses
4 thereto of the members of the proposed Settlement Class; (d) the representative of
5 the Settlement Class, Jessica Clark, will fairly and adequately protect the interests of
6 the Settlement Class; (e) the counsel of record for the representative of the
7 Settlement Class are qualified to serve as counsel for Jessica Clark in her own
8 capacity as well as in her representative capacity for the Settlement Class and have
9 no conflicts of interests with any Settlement Class member; (f) common issues of
10 fact and law predominate over individual issues; and (g) a class action is superior to
11 other available methods for an efficient adjudication of this controversy.

12 3. For purposes of this Judgment, the Court hereby certifies the following
13 class for settlement purposes ("Settlement Class"): All persons in the United States
14 to whom, on or after December 4, 2006, Stein Mart, Inc. provided an electronically
15 printed receipt at the point of a sale or transaction on which Stein Mart, Inc. printed
16 more than the last five digits of the person's credit card or debit card number and/or
17 printed the expiration date of the person's credit or debit card.

18 4. The Court hereby appoints Plaintiff Jessica Clark as representative for
19 the Settlement Class, and appoints Chant Yedalian and Douglas A. Linde of The
20 Linde Law Firm as Class Counsel.

21 5. The Court finds the Stipulation of Settlement was the product of
22 serious, informed, non-collusive negotiations conducted at arm's length by the
23 Parties in the presence of the Court during two Settlement Conferences. In making
24 these findings, the Court considered, among other factors, the total potential
25 statutory damages claimed in this Action on behalf of Plaintiff and members of the
26 Settlement Class, Defendant's potential liability, the risks of continued litigation,
27 including but not limited to a new law entitled The Credit and Debit Card Receipt
28 Clarification Act of 2007 (which was enacted after the Court granted preliminary

1 approval of the Settlement), the equitable relief provided by the Settlement, the up
2 to approximately \$390 million worth of discounts which will be made available to
3 Settlement Class members and the general public as part of the Settlement, and the
4 fact that the proposed Settlement represents a compromise of the Parties' respective
5 positions rather than the result of a finding of liability at trial. The Court further
6 finds that the terms of the Stipulation of Settlement have no obvious deficiencies
7 and do not improperly grant preferential treatment to any individual member of the
8 Settlement Class. The Court also finds that settlement at this time results in
9 substantial benefits to the Settlement Class and will avoid additional substantial
10 costs, as well as avoid the delay and risks that would be presented by the further
11 prosecution of this Action.

12 6. Notice of Settlement (Exhibits B, C, D and E to the Stipulation of
13 Settlement) and the Opt-Out Form (Exhibit F to the Stipulation of Settlement)
14 directed to the Settlement Class members, as set forth in the Stipulation of
15 Settlement, has been completed in conformity with the Court's preliminary approval
16 Order of May 21, 2008. Distribution of the notice of Settlement and the Opt-Out
17 Form was the best notice practicable under the circumstances and was in full
18 compliance with the United States Constitution and the requirements of due process.
19 The Court further finds that the notice (Exhibits B, C, D and E to the Stipulation of
20 Settlement) fully and accurately informed Settlement Class members of all material
21 elements of the proposed class action Settlement, of each member's right to be
22 excluded from the Settlement Class, and each member's right and opportunity to
23 object to the proposed class action Settlement.

24 7. Two Hundred and Forty Settlement Class members have timely
25 requested exclusion from the Settlement Class.

26 8. All Settlement Class members who have not timely excluded
27 themselves from the Settlement Class shall be bound by the releases set forth in the
28 Stipulation of Settlement.

1 9. To the extent permitted by law, all Settlement Class members who have
2 not timely excluded themselves from the Settlement Class are permanently barred
3 and enjoined from asserting against the Defendant any claims released in the
4 Stipulation of Settlement.

5 10. Based upon the agreement of the Parties and as hereby ordered by the
6 Court: Stein Mart, Inc. shall not print more than the last five digits of the credit or
7 debit card number nor the credit or debit card expiration date upon any receipt
8 provided to any credit or debit cardholder at the point of any sale or transaction.
9 Not later than October 30, 2008, Stein Mart, Inc. shall implement a written company
10 policy, stating that it shall not print more than the last five digits of the credit or
11 debit card number nor the credit or debit card expiration date upon any receipt
12 provided to any credit or debit cardholder at the point of any sale or transaction.

13 11. If a change in law occurs which impairs or impedes Stein Mart, Inc.'s
14 ability to lawfully implement its obligations set forth in paragraph 10 above, the
15 Parties reserve the right to seek declaratory or other relief from this Court, including
16 modification of Judgment pursuant to Rule 60.

17 12. The Court hereby awards Class Counsel reasonable attorneys' fees and
18 costs in the amount of \$150,000 to be paid to Class Counsel by Stein Mart, Inc.

19 13. The Court hereby awards Jessica Clark an enhancement fee in the
20 amount of \$2,500 for her services as representative for the Settlement Class, to be
21 paid to her (care of Class Counsel) by Stein Mart, Inc.

22 14. The Court directs Stein Mart, Inc. to distribute and/or cause to be
23 distributed the Settlement benefits as required by the Stipulation of Settlement,
24 including the new coupon of redemption filed on October 6, 2008.

25 15. The Court hereby directs the Parties and the Settlement Administrator,
26 CPT Group, Inc., to effectuate all terms of the Settlement.

27 16. The Court hereby dismisses the Action with prejudice pursuant to the
28 terms set forth in the Stipulation of Settlement. Each of the Parties is to bear their

1 own costs except as expressly provided herein and/or in the Stipulation of
2 Settlement. Without affecting the finality of this Judgment in any way, this Court
3 hereby retains continuing jurisdiction over the interpretation, implementation and
4 enforcement of the Settlement and all orders and judgments entered in connection
5 therewith.

6
7 The Clerk shall enter Judgment under the terms set forth herein.

8
9 Dated: 10-8-2008

/s/ROSALYN M. CHAPMAN
HON. ROSALYN M. CHAPMAN
United States Magistrate Judge