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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

GREGORY HOWELL, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

CHECKR, INC.,

Defendants.

Case No.: 3:17-cv-04305-SK

**FINAL APPROVAL ORDER**

Regarding Docket Nos. 71, 73

The Court, having considered Plaintiff's Unopposed Motion for Final Approval of the Proposed Settlement, the Final Fairness Hearing held on December 3, 2018, and the records of this matter, and for good cause shown, finds that:

1. Unless defined herein, for purposes of this Final Order, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this action and over the settling Parties hereto.

3. On June 29, 2018, this Court preliminarily approved the settlement and certified for settlement purposes, the Settlement Class defined in the Settlement Agreement.

4. Pursuant to the Court's Preliminary Approval Order, the Notices were distributed to the Settlement Class. The Court hereby finds and concludes that the Notices were disseminated to members of the Settlement Class in accordance with the terms set

1 forth in the Settlement Agreement and in compliance with this Court's Preliminary  
2 Approval Order. The Court further finds and concludes that the Notices and the distribution  
3 procedures set forth in the Settlement Agreement fully satisfy Federal Rule of Civil  
4 Procedure 23 and the requirements of due process, were the best notice practicable under  
5 the circumstances, provided individual notice to all members of the Settlement Class who  
6 could be identified through reasonable effort, provided an opportunity for the Settlement  
7 Class Members to object or exclude themselves from the settlement, and supports the  
8 Court's exercise of jurisdiction over the Settlement Class as contemplated in the settlement  
9 and this Final Order. The Court hereby finds and concludes that the notice provided by the  
10 Settlement Administrator on behalf of the Defendant to the appropriate state and federal  
11 officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, fully satisfied  
12 the requirements of that statute.

13         5. The Settlement Class Members were given an opportunity to object to or  
14 opt-out of the settlement. The Settlement Class Members who made valid and timely  
15 requests for exclusion are excluded from the settlement and are not bound by this Final  
16 Order. Two Settlement Class Members requested exclusion. The identities of such persons  
17 are set forth in the Declaration of E. Michelle Drake. (Dkt. 80.)

18         6. The Settlement Agreement was arrived at as a result of arms' length  
19 negotiations conducted in good faith by experienced attorneys familiar with the legal and  
20 factual issues of the case and with the assistance of an experienced third-party mediator.

21         7. The Settlement Agreement is fair, reasonable, adequate, and in the best  
22 interests of the Settlement Class in light of the complexity, expense, and duration of  
23 litigation, as well as the risk involved in establishing liability and damages and in  
24 maintaining the class action through trial and appeal.

25         8. The settlement consideration provided by the Settlement Agreement  
26 constitutes fair value given in exchange for the release of the Released Claims against the  
27 Released Parties. The Court finds that the consideration provided to members of the  
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1 Settlement Class is reasonable, considering the facts and circumstances of the claims and  
2 defenses asserted in the Litigation, and the potential risks and likelihood of success of  
3 alternatively pursuing trial on the merits.

4 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

5 9. The Settlement Agreement is finally approved as fair, reasonable, adequate,  
6 just, is in compliance with all applicable requirements of the United States Constitution  
7 (including the Due Process Clause) and all other applicable laws, and is in the best interest  
8 of the Settlement Class. The Settlement Agreement, which shall be deemed incorporated  
9 herein, and the settlement are finally approved and shall be consummated in accordance  
10 with the terms and provisions thereof, except as amended by any subsequent order issued  
11 by this Court.

12 10. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court certifies the Litigation, for  
13 settlement purposes only, as a class action on behalf of the following Settlement Class with  
14 respect to the claims asserted against Defendant in the Litigation:

15 All natural persons upon whom Defendant produced a report which  
16 included records older than seven years, which included the following terms  
17 in the “charge type” field: “infraction,” “ordinance,” “violation,” “petty  
18 offense,” “traffic,” “citation,” and “civil,” from July 28, 2015 to March 20,  
2018.

19 11. The certification of the Settlement Class shall be binding only with respect  
20 to the settlement of the Litigation. In the event that the Court’s approval of the settlement  
21 is reversed, vacated, or modified in any material respect by this or any other court, the  
22 certification of the Settlement Class shall be deemed vacated, the Litigation shall proceed  
23 as if the Settlement Class had never been conditionally certified (including Defendant’s  
24 right to oppose any subsequent motion for class certification), and no reference to the  
25 Settlement Class, the Settlement Agreement, or any documents, communications, or  
26 negotiations related in any way thereto shall be made for any purpose.



1           16. To the extent permitted by law and without affecting the other provisions of  
2 this Final Order, this Order is intended by the Parties and the Court to be *res judicata* and  
3 to prohibit and preclude any prior, concurrent, or subsequent litigation brought individually,  
4 or in the name of, and/or otherwise on behalf of, the Named Plaintiff or any Settlement  
5 Class Member or any other similarly situated person in the United States with respect to the  
6 Released Claims based upon the same alleged facts at any time prior to the date of the  
7 Preliminary Approval Order.

8           17. The Court hereby retains continuing and exclusive jurisdiction over the  
9 Parties and all matters relating to the Litigation as to Defendant and/or Settlement  
10 Agreement, including the administration, interpretation, construction, effectuation,  
11 enforcement, and consummation of the settlement, including its injunctive provisions, and  
12 this Final Order. This Final Order finally disposes of all claims and is appealable.

13           18. This Final Order is not, and shall not be construed as, an admission by  
14 Defendant of any liability or wrongdoing in this or in any other proceeding.

15           19. The Court approves Class Counsel's application for \$\$1,115,000 in  
16 attorneys' fees and \$59,465.12 in costs, for a service award to the Named Plaintiff in the  
17 amount of \$3,500, and for Settlement Administrator's expenses in an amount not to exceed  
18 \$194,000, to be paid from the Settlement Amount. These amounts are to be deducted from  
19 the Settlement Amount as set forth in the Settlement Agreement. Save and except as  
20 expressly set forth to the contrary in this Final Order and any judgment issued by this Court  
21 regarding Plaintiff's application for fees and costs, Plaintiff and Class Counsel shall take  
22 nothing by their claims and each party shall bear his or its own fees, costs, and expenses in  
23 connection with this Litigation. Except for the award to Class Counsel specified above, no  
24 fees or funds shall be paid to any other counsel representing any Settlement Class Members.

25           20. This Court hereby dismisses the Litigation against Defendant, including all  
26 claims against Defendant, with prejudice, without costs to any party, except as expressly  
27 provided for in the Settlement Agreement.

1           21.     Finding that there is no just reason for delay, the Court orders that this Final  
2 Order shall constitute a final judgment pursuant to Fed. R. Civ. P. 54 that is binding on the  
3 settling Parties and the Settlement Class.

4 IT IS SO ORDERED.

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6 Date: December 13, 2018



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Hon. Sallie Kim  
U.S. Magistrate Judge

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