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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GLORIA ABIVA AND ESGOUHI)	CV 07-556 SVW (AJWx)
BABANIAN, individually and on)	
behalf of others similarly)	
situated,)	CLASS ACTION
)	
Plaintiffs,)	FINAL APPROVAL ORDER AND FINAL
)	JUDGMENT [74]
v.)	
)	
CACHE, INC., and DOES 1 through)	
10 inclusive,)	
)	
Defendants.)	
_____)	

WHEREAS, the above-referenced action currently is pending before this Court, asserting claims for an alleged violation of the Fair Credit Reporting Act, 15 U.S.C. Section 1681, et seq., claiming that defendant Cache, Inc. ("Cache") unlawfully printed more than the last five digits of credit/debit card numbers and/or card expiration dates on transaction receipts provided to cardholders at retail stores operated by Cache in California.

WHEREAS, on March 26, 2009, plaintiffs Gloria Abiva and Esgouhi Babanian applied to this Court for an Order preliminarily approving the Settlement of the Action pursuant to a Settlement Agreement, dated as

1 of January 21, 2009 (the "Agreement"), later amended on June 30, 2009,
2 which, together with the exhibits annexed thereto, sets forth the terms
3 and conditions for the proposed Settlement and for dismissal of this
4 Action in its entirety with prejudice as against all Released Parties,
5 as defined in the Agreement.

6 WHEREAS, the Court granted preliminary approval of the Settlement
7 on April 21, 2009 and in an amended order dated July 14, 2009. The
8 Court finds that due and adequate notice of the Settlement has now been
9 given to the class members pursuant to the Preliminary Approval Order.

10 WHEREAS, on September 14, 2009, Plaintiffs filed a motion for
11 Final Approval of Class Action Settlement (Final Approval Motion), as
12 well as a separate motion for Award of Attorney's Fees, Reimbursement
13 of Costs and Award of Service Award to the Class Representatives
14 (Attorney's Fees Motion). The motions were heard by this Court on
15 October 5, 2009. No written objections to the Settlement were
16 submitted to the Court by class members or other interested persons,
17 and no class member requested an opportunity to make oral argument in
18 opposition to the motion. The Court heard oral argument and made
19 inquiry of the parties regarding the terms of the Settlement to ensure
20 that the Settlement was fair, adequate, and reasonable, and to the
21 benefit of the class members. Having considered all the papers
22 submitted in connection with the motion and heard oral argument of
23 counsel at the hearing, and finding good cause therefore, the Court
24 hereby ORDERS, DECREES AND RULES AS FOLLOWS:

- 25 1. All terms and phrases used hereafter in this Final Approval Order
26 and Final Judgment shall have the same meanings ascribed to them
27 in the Agreement, and incorporated herein by reference.

- 1 2. This Court has jurisdiction over the subject matter of the Action
2 and over all Parties, including all persons in the Settlement
3 Class.
- 4 3. The Court hereby gives its final approval of the Settlement as set
5 forth in the Agreement. The Court finds that the Settlement is
6 fair, reasonable, and adequate within the meaning of Federal Rule
7 of Civil Procedure 23, and in the best interests of the Class
8 Members. The Court directs that the Settlement shall be
9 effectuated in accordance with its terms.
- 10 4. The Court finds that the interests of the Class Members are
11 adequately represented, and that named Plaintiffs and Class
12 Counsel are adequate representatives of the Class Members.
- 13 5. The Court finds that, for the purposes of approving the Settlement
14 only and for no other purpose, the Settlement Class meets all the
15 requirements for certification under Federal Rule of Civil
16 Procedure 23: (a) the Settlement Class is ascertainable and so
17 numerous that joinder of all members of the class is impractical;
18 (b) there are questions of law and fact common to the Settlement
19 Class, and there is a well defined community of interest among
20 members of the proposed Settlement Class with respect to the
21 subject matter of the litigation; (c) the claims of the named
22 Plaintiffs Gloria Abiva and Esgouhi Babanian are typical of the
23 claims of the Settlement Class; (d) named Plaintiffs and Class
24 Representatives Gloria Abiva and Esgouhi Babanian fairly and
25 adequately protect the interest of the Class Members; (e) Class
26 Counsel is qualified to serve as counsel and has adequately
27 represented the class; and (f) a class action is superior to all
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1 other available methods for an efficient adjudication of this
2 controversy and common questions of law or fact predominate over
3 any questions affecting only individual issues.

- 4 6. The Class Members consist of all persons who did not exclude
5 themselves from the Settlement and the Settlement Class, which is
6 defined as:

7 All cardholders within the scope of 15 U.S.C. Section
8 1681c(g) who, between December 4, 2004 and April 21, 2009
9 (the date of the Court's Preliminary Approval Order), were
10 provided a receipt at retail store operated by Cache which
11 printed the expiration date and/or more than the last 5
12 digits of the credit or debit card number.

- 13 7. The Court finds that notice of the Settlement and the other
14 matters set forth in the Agreement given to the Settlement Class
15 pursuant to the Preliminary Approval Order and the Agreement was
16 the best notice practicable, consisting of the Class Notice
17 published in *USA Today* and posted on the settlement website
18 located at www.cachesettlement.com. The Court notes that the
19 names and addresses of the class members could not be readily
20 determined by the parties. The notice constituted valid, due and
21 sufficient notice of the Action, and of the proposed Settlement
22 set forth in the Agreement, to all persons entitled to such
23 notice, and said notice fully satisfies the requirements of
24 applicable rules and statutes and due process under the United
25 States Constitution.

- 26 8. Within 90 days following the Effective Date, the Settlement
27 Administrator shall file with the Court a declaration attesting
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1 that the vouchers pursuant to the Agreement have been issued to
2 all Authorized Claimants.

3 9. The Court hereby dismisses the Action in its entirety on the
4 merits and with prejudice as against Cache and each and all of its
5 respective present, former and future direct and indirect parent
6 companies, affiliates, subsidiaries, agents, representatives,
7 successors, predecessors-in-interest and all of the
8 aforementioned's respective officers, directors, partners,
9 predecessors, successors, insurers, employees, associates,
10 shareholders, agents, representatives, trustees, accountants,
11 attorneys, third-party vendors and assigns (the "Released
12 Parties").

13 10. Plaintiffs and all of the Class Members also are deemed to have
14 released the Released Parties from any and all duties,
15 obligations, demands, claims, actions, causes of action, suits,
16 damages, rights or liabilities of any nature and description
17 whatsoever, whether arising under local, state or federal law,
18 whether by Constitution, statute (including, but not limited to,
19 15 U.S.C. Section 1681c(g), and/or California Civil Code Section
20 1747.09), tort, contract, common law or equity or otherwise,
21 whether known or unknown, concealed or hidden, suspected or
22 unsuspected, anticipated or unanticipated, asserted or unasserted,
23 foreseen or unforeseen, actual or contingent, liquidated or
24 unliquidated, fixed or contingent, that have been or could have
25 been asserted in the Action based upon the facts and circumstances
26 giving rise to the Action, by Plaintiffs or the Class Members or
27 any of their respective heirs, spouses, executors, administrators,
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1 partners, attorneys, predecessors, successors, assigns, agents
2 and/or representatives, and/or anyone acting or purporting to act
3 on their behalf. Plaintiffs and the Class Members are deemed to
4 have released the Released Parties from all claimed or unclaimed
5 compensatory damages, damages for emotional distress, statutory
6 damages, consequential damages, incidental damages, treble
7 damages, punitive and exemplary damages, or any interest, costs or
8 fees arising out of any of the claims asserted or that could have
9 been asserted in the Action, as well as all claims for equitable,
10 declaratory or injunctive relief under any federal or state
11 statute or common law or other theory that was alleged or could
12 have been alleged based on the facts forming the basis for the
13 Action, including but not limited to any and all claims under
14 identity theft statutes, deceptive or unfair practices statutes,
15 or any other statute, regulation or judicial interpretation.

16 11. Plaintiffs and each Class Member are deemed to have acknowledged
17 that they may hereafter discover facts in addition to or different
18 from those that they now know or believe to be true with respect
19 to the subject matter of these releases, but it is their intention
20 to, and they do hereby, upon the Effective Date, fully, finally
21 and forever settle and release any and all claims set forth in
22 Paragraph 10 above, without regard to the subsequent discovery or
23 existence of such different or additional facts. Plaintiffs and
24 each Class Member hereby waive any and all rights and benefits
25 afforded by California Civil Code Section 1542, which provides as
26 follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY
2 HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR.

4 Plaintiffs and each Class Member understand and acknowledge the
5 significance of this waiver of California Civil Code Section 1542
6 and/or of any other applicable federal or state law relating to
7 limitations on releases.

8 12. Without affecting the finality of this Final Approval Order and
9 Final Judgment in any way, this Court hereby retains continuing
10 jurisdiction over, inter alia: (a) implementation and
11 administration of the Settlement; (b) distribution of vouchers due
12 Class Members under the terms of the Agreement; and (c) all
13 Parties hereto, for the purpose of enforcing and administering the
14 Agreement and Exhibits thereto until each and every act agreed to
15 be performed by the Parties has been performed.

16 13. The Parties shall bear their own attorneys' fees and costs, except
17 as otherwise provided in the Agreement and by the order of this
18 Court.

19 14. The Court reserves its ruling on Plaintiffs' Attorneys' Fees
20 Motion until such time as Plaintiffs' Counsel submits, and the
21 Court reviews, additional evidence in support of its request for
22 fees and costs. (See Minute Order dated 10/05/09, Docket No. 80).
23

24 IT IS SO ORDERED.

25 DATED: October 19, 2009



26 _____
27 STEPHEN V. WILSON
28 UNITED STATES DISTRICT JUDGE