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Superior Court of California  
County of Los Angeles

APR 13 2021

Sherri R. Carter, Executive Officer/Clerk of Court

Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins, and the Plaintiff class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Christina Harvey; Dyrius Groomes; Tyrie)  
Dedrick; Armond Person; and Anthony)  
Logan, on behalf of Themselves and the)  
Class; Deron Hollins,

CASE NO. BC609540

Date Action Filed: February 8, 2016  
Trial Date: Not Yet Set

Plaintiffs,

Assigned for all purposes to:  
Honorable Carolyn B. Kuhl  
Department 12

vs.

Check Into Cash, Inc., an entity of unknown)  
form; Check Into Cash of California, Inc., an)  
entity of unknown form; and Does 1 to 10,) )  
inclusive,

MEMORANDUM SUPPORTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS-  
ACTION SETTLEMENT

Defendants.

Hearing  
Date: April 20, 2021  
Time: 10:30 a.m.  
Dept: 12

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**I. INTRODUCTION**

The proposed settlement is the result of arm’s-length negotiations completed over the course of more than one year, conducted after multiple years of factual investigation and litigation, and with the benefit of written discovery and depositions. The proposed settlement terms are straightforward: (1) each of the 6 named Plaintiffs gets a settlement payment of \$10,000; (2) Plaintiff Harvey gets an enhancement award of \$10,000; (3) Plaintiff Logan gets an enhancement payment of \$4,500; (3) Plaintiffs’ counsel gets a payment of \$142,500 to cover both his out-of-pocket costs and his statutory attorney’s fees; and (4) Defendants Check Into Cash, Inc. and Check Into Cash of California, Inc. (collectively, “Defendants” or “Check Into Cash”) implement a policy throughout all of their California stores that are locked during normal business hours that is expressly designed to remedy and stop the type of situations that occurred to the named Plaintiffs in this case. Notice is to be given via publication, with Check Into Cash paying for the notice procedure. The Court should preliminarily approve the settlement.

**II. BACKGROUND AND SUMMARY OF THIS LITIGATION<sup>1</sup>**

**A. The Parties**

The named Plaintiffs are Christina Harvey, Dyrius Groomes, Tyrie Dedrick, Anthony Logan, and Deron Hollins. (Complaint, ¶ 1; Mazda Decl., ¶ 3.)<sup>2</sup> They are all African Americans who have entered into a Check Into Cash store in California within the statutory time frame. (Complaint, ¶¶ 11-12, 25, 33, 41; Mazda Decl., ¶ 3.) The prospective settlement class are all African Americans who have entered into a locked Check Into Cash store in the State of California from February 9, 2012 to the present. (Complaint, ¶¶ 26, 42; Exh. 1 to Mazda Decl., at Section II, ¶ 3.)

Defendants in this case are Check Into Cash, Inc. and Check Into Cash of California, Inc. (Complaint, ¶¶ 2-4.) They own and operate 172 stores throughout California that are engaged in the business of offering payday loans, online payday advances, title loans, bill payment services, check cashing, reloadable prepaid debit cards, money transfers, and money order services to the general public. (Complaint, ¶ 10; Exhibit 2 to Mazda Decl. at response to special interrogatory no. 4; Exh. 3 to Mazda

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<sup>1</sup>The motion for preliminary approval is filed by Plaintiffs, and accordingly Check Into Cash does not necessarily agree to the description of events and issues as stated herein.

<sup>2</sup>For the Court’s ease of reference, a courtesy copy of the complaint is attached to the Mazda Declaration as Exhibit 4.

1 Depo., PMK Deposition Transcript of Check Into Cash of California, Inc. (“PMK Depo.”) at 80:6-9.)  
2 Defendant Check Into Cash of California, Inc. is a subsidiary of Defendant Check Into Cash, Inc. (Exh.  
3 2 to Mazda Decl. at response to special interrogatory no. 20.)

4 **B. The Named Plaintiffs’ Allegations of Defendants’ Racial Discrimination and Their Claims**

5 In their complaint, the named Plaintiffs allege that Defendants required all of them, who are all  
6 African Americans, to show their drivers’ licenses or other form of identification prior to allowing them  
7 to enter into Defendants’ Check Into Cash stores in California. (Complaint, ¶¶ 10-13, 20-21, 25, 33-34,  
8 41-42.) The named Plaintiffs further allege in their complaint that Defendants required them to do so  
9 solely because they are African American. (*Id.*) Based on those allegations, Plaintiffs sued for violations  
10 of the Unruh Civil Rights Act (Cal. Civ. Code §§ 52, et seq.) and violations of California’s Unfair  
11 Business Practices Act (Cal. Bus. & Prof. Code §§ 17200, et seq.). All 6 named Plaintiffs assert each  
12 claim on behalf of solely themselves. (*See* Complaint, first and second causes of action.) Then a subset  
13 of the named Plaintiffs assert each such claim on behalf of the putative class. (*See* Complaint, third and  
14 fourth second causes of action.)

15 **C. Defendants’ Response to Plaintiffs’ Allegations**

16 Defendants answered the complaint and denied the allegations of racial discrimination.  
17 In discovery, Defendants revealed that they have had significant issues with robberies, including  
18 armed robberies, in several of their stores located in California. (PMK Depo at 60:8-63:24.)<sup>3</sup> Defendants  
19 further revealed that they have different kinds of stores in California. They 42 have bulletproof glass  
20 stores, whose doors are unlocked and open to the public during normal business hours, but whose  
21 employees, along with the cash, are behind bullet-proof glass. (PMK Depo. at 71:4-24.) This setup has  
22 been a deterrent to robberies. (PMK Depo. at 70:1-21.) In a bulletproof glass store, you don’t have to  
23 show ID to enter, you can just walk right in. (PMK Depo. at 73:15-17.) However, it costs Defendants  
24 approximately \$20,000 per store to set up a store as a bulletproof glass store. (PMK Depo. at 70:22-  
25 71:3.) Defendants installed the bulletproof glass setup in stores that experienced a higher rate of  
26 robberies with more violent and brutal acts committed in the robberies. (PMK Depo. at 90:2-6.)  
27 Defendants have a further 130 stores in California that are not bulletproof glass stores. (PMK Depo. at

28 <sup>3</sup>The PMK Depo. is Exhibit 3 to the Mazda Declaration.

1 72:12-16.) Of those 130 stores, 90 of those stores are also just open to the public during normal business  
2 hours. (PMK Depo. at 82:8; 85:6-25.) So anyone can just walk right into those stores. (*Id.*) There is no  
3 ID process to get into those stores. (*Id.*) The remaining approximately 40 stores in California that  
4 Defendants own and operate are either buzzer or locked stores. (PMK Depo. at 86:14-24.) These stores  
5 keep their doors locked to the public during normal business hours. (*Id.*) It is too expensive for  
6 Defendants to set up these 40 stores as bulletproof glass stores — as that would cost \$800,000. (PMK  
7 Depo. at 90:7-12; 149:19-22.) To enter one of these stores, Defendants require members of the public  
8 who their employees do not recognize to show ID prior to entering the store. (PMK Depo. at 94:8-97:8.)  
9 Then, after a Check-Into-Cash employee writes down information from those IDs, that employee either  
10 buzzes in the person who has shown ID by pressing a button that unlocks the door (buzzer store) or  
11 manually unlocks the door (locked store). (*Id.*) Defendants’ PMK testified that there are only 2 locked  
12 stores left, as of her deposition, and that they were being converted to buzzer stores. (PMK Depo. at  
13 91:1-7.) Buzzer stores are locked during normal business hours and are opened via a buzzer. (PMK  
14 Depo. at 94:8-21.)

15 **D. The Parties Dispute Whether Defendants’ ID Procedure Is Racially Discriminatory**

16 For the 40 stores that are locked during normal business hours (i.e., buzzer and locked stores) there  
17 is a dispute between the parties as to the ID process necessary to get in. (Mazda Decl., ¶¶ 12-13.)

18 Plaintiffs contend that this process is racially discriminatory to African Americans — either overtly  
19 (e.g., requiring it just for African Americans) or via a disparate impact (e.g., requiring the ID process  
20 more for African Americans than for non-African Americans, akin to police profiling of African  
21 Americans). (Mazda Decl., ¶ 12.) Plaintiffs contend that this is racial discrimination pure and simple.  
22 (*Id.*) However, it only applies to the 40 locked/buzzer stores. (*Id.*) It does not apply to all of Defendants’  
23 California stores, as anyone can walk right into those stores during normal business hours. (*Id.*)

24 Defendants, on the other hand, contend that they do not discriminate based upon race — in the ID  
25 process or otherwise. (Mazda Decl., ¶ 13.) They maintain that they implemented the locked/buzzer stores  
26 solely to combat crime, including robberies, the loss of money caused thereby, and the injuries and even  
27 deaths caused thereby. (*Id.*) Defendants further maintain that they do not discriminate in the ID process  
28 at their locked/buzzer stores. (*Id.*)

1 **E. The Parties Engage in Discovery**

2 The parties engaged in discovery. (Mazda Decl., ¶ 14.) Defendants took the deposition of each  
3 named Plaintiff, except for Armond Person. (*Id.*) Plaintiffs propounded written discovery, including  
4 requests for production of documents to each Defendant, specially prepared interrogatories to each  
5 Defendant, and form interrogatories to each Defendant. (*Id.*) Plaintiffs also deposed the person most  
6 knowledgeable at Check Into Cash of California, Inc. on various topics. (*Id.*)

7 **F. The Parties Brief a Motion for Class Certification, and the Court Suggests a Settlement Path**

8 Plaintiffs filed a motion for class certification. (Mazda Decl., ¶ 15.) Defendants filed opposition  
9 papers. (*Id.*) Plaintiffs filed reply papers. (*Id.*) The Court presided over an initial hearing on the motion.  
10 (*Id.*) During the hearing, the Court did not grant or deny the motion. (*Id.*) Rather, the Court had  
11 comments on areas on which it wanted to see further evidence and briefing. (*Id.*) The Court also  
12 suggested that this case might be one in which a creative settlement might be something that would  
13 resolve the issues presented by the case. (*Id.*) The Court set an OSC re further actions in the case. (*Id.*)

14 **G. The Parties Mediate, and, After a Lengthy Negotiation, Come Up With a Stipulation of  
15 Settlement**

16 Counsel for the parties discussed the matter and agreed to conduct a mediation of the case. (Mazda  
17 Decl., ¶ 16.) The Covid-19 pandemic occurred, and the CA stay-at-home orders were issued. (*Id.*) On  
18 March 19, 2020, the parties conducted a Zoom mediation with mediator Mitchell M. Tarighati at ADR  
19 Services. (Mazda Decl., ¶ 17.) For the Plaintiffs, Plaintiff Harvey and Plaintiff Logan participated on  
20 behalf of and represented all the Plaintiffs and the putative Plaintiff class. (*Id.*) The case did not settle  
21 during the mediation. (Mazda Decl., ¶ 18.) However, the parties made significant progress toward  
22 settlement during the mediation. (*Id.*) The mediator continued to discuss settlement with counsel for the  
23 parties via numerous telephone conferences after the mediation ended. (*Id.*) These post-mediation  
24 discussions were extensive and took place over months. (*Id.*) The mediator eventually made a mediator's  
25 proposal that was accepted by both sides on May 19, 2020. (Mazda Decl., ¶ 19.) Counsel for the parties  
26 then engaged in further extensive negotiations and discussions, and they eventually agreed upon a  
27 Stipulation of Settlement that was finalized and fully executed on March 30, 2021. (Mazda Decl., ¶ 20  
28 and Exh. 1 thereto.)



1 **III. SETTLEMENT TERMS**

2 The terms of the settlement are explicitly described in Exhibit 1 to the Mazda Declaration, the  
3 Stipulation of Settlement. (Mazda Decl., ¶ 21 and Exh. 1 thereto.)

4 **A. Settlement Payments**

5 The settlement calls for the following payments: (1) a \$10,000 payment to each of the six named  
6 Plaintiffs in full and final resolution of each of their individual claims; (2) enhancement payments of  
7 \$10,000 and \$4,5000, respectively, to Plaintiff Harvey and Plaintiff Logan; and (3) a payment of  
8 \$142,500 to Plaintiffs' Counsel for attorney's fees and costs. (Exh. 1 to Mazda Decl. at Section III.) The  
9 attorney's fees and costs are fair and reasonable, and are less than the lodestar plus actual costs paid out  
10 of Plaintiff's counsel's pocket to prosecute the case. (Mazda Decl., ¶ 24.) Plaintiff's counsel will file and  
11 serve a motion for attorney's fees (including a listing of costs paid) to be heard concurrently with the  
12 hearing on final approval of the settlement. (*Id.*)

13 **B. Check Into Cash's New Policy**

14 As part of the settlement, Check Into Cash has agreed to implement a new policy at its California  
15 stores, which are locked during normal business hours (i.e., all buzzer and locked stores), on how  
16 patrons are admitted into those stores. Check Into Cash has agreed to implement this policy as soon as  
17 practicable. A copy of this policy is attached as Exhibit D to the Stipulation of Settlement that is Exhibit  
18 1 to the Mazda Declaration. (Exh. 1 to Mazda Decl., at Section III.C.)

19 **C. Class Notice and Settlement Administration Costs**

20 As part of the settlement relief, Check Into Cash will pay for the costs of disseminating the Class  
21 Notice via notice by publication. (Exh. 1 to Mazda Decl., at Section III.E.) The Class Notice shall  
22 conform to all applicable requirements of the California Code of Civil Procedure, the California Rules  
23 of Court, the United States Constitution, and any other applicable law, and shall be approved by the  
24 Court. (Exh. 1 to Mazda Decl., at Section IV.A.) The specifics of what is contained in the class notice  
25 is set forth in the Stipulation of Settlement. (*See* Exh. 1 to Mazda Decl., at Section IV.A.) A proposed  
26 class notice is attached as Exhibit A to the Stipulation of Settlement. (Exh. 1 to Mazda Decl., at Exh.  
27 A thereto.) No later than forty-five (45) days before the Final Approval Hearing, Check Into Cash shall  
28 publish the Class Notice for 30 days in newspapers of general circulation in the areas of California where

1 Check Into Cash has stores that are locked during normal business hours. (Exh. 1 to Mazda Decl., at  
2 Section IV.B.)

3 **IV. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**

4 Approval of a class action settlement is generally a two-step process. Preliminary approval of the  
5 settlement, preliminary certification of the settlement class and approval of the notice program comprise  
6 the first step. (Cal. Rules of Court, Rule 3.769(f).) The second step is a final approval hearing in which  
7 evidence and argument concerning the fairness, adequacy and reasonableness of the settlement may be  
8 presented and class members may be heard regarding the settlement. (Cal. Rules of Court, Rule 3.769(a)  
9 and (g).)

10 At this stage, the Court need only “make a preliminary determination of the fairness, reasonableness  
11 and adequacy of the settlement terms and must direct the preparation of notice of the certification,  
12 proposed settlement and date of the final fairness hearing.” (*Manual for Complex Litigation (Fourth)*,  
13 §21.633, at 321 (2004); *see also Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380; *In re*  
14 *Vitamin Cases* (2003) 107 Cal.App.4th 820.) If conditional class certification is sought, preliminary  
15 approval of the settlement and certification are usually combined.

16 **A. The Proposed Settlement Is Fair, Reasonable and Adequate**

17 First and foremost, the settlement is fair, reasonable and adequate because it provides a policy that  
18 Check Into Cash will implement in all of its stores in CA that are locked during normal business hours  
19 that will eliminate racial discrimination in the ID process to enter those stores and will eliminate even  
20 the appearance of any racial discrimination in the ID process to enter those stores. (Exh. 1 to Mazda  
21 Decl., at Section III.B. and Exhibit D thereto.) The value of the settlement to Class Members is further  
22 increased because the agreed-upon policy is a contractual agreement by Check Into Cash regarding its  
23 future conduct, and that is enforceable by Class Members in this Court for any future violations. (*Id.*)  
24 In addition, notice costs will be borne 100% by Check Into Cash. (Exh. 1 to Mazda Decl., at Section  
25 III.e.) Further, the amount of the named Plaintiff’s \$10,000 settlement payments reflect their personal  
26 damages for their Unruh Civil Rights claims. (Mazda Decl., ¶ 22.) The enhancement payments of  
27 \$10,000 and \$4,500, respectively, to Plaintiffs Harvey and Logan reflect their involvement in assisting  
28 with the prosecution of the this case throughout its investigation, inception, discovery phase, mediation,

1 and extensive settlement and negotiation process. (Mazda Decl., ¶ 23.) Moreover, the attorney’s fees and  
2 costs are fair and reasonable, and are less than the lodestar plus actual costs paid out of Plaintiff’s  
3 counsel’s pocket to prosecute the case. (Mazda Decl., ¶ 24.)

4 The settlement is also fair, reasonable and adequate given the risks of obtaining class certification,  
5 the risks of succeeding at trial, and the expense of continued litigation. (Mazda Decl., ¶ 25.) For  
6 instance, class certification would be complicated by Defendants’ contentions that: there is not an  
7 ascertainable class, Defendants’ ID entry policy at its locked stores is not racially discriminatory,  
8 Defendants can not definitively identify which African Americans were even subject to that ID entry  
9 policy at its locked stores during the class period, and Plaintiffs would be unable to ascertain with  
10 certainty which persons are members of the class.<sup>4</sup> (Mazda Decl., ¶ 26.)

11 In addition, if class certification were granted, there would still be the inherent risks of trial. (Mazda  
12 Decl., ¶ 27.) Proof of Plaintiffs’ case at trial would have required expert testimony and an expert survey  
13 or other evidence to establish racial discrimination on a systemic basis in the ID entry policy at  
14 Defendants’ locked California stores as Plaintiffs allege. (*Id.*)

15 Finally, the settlement obviates the risk that Plaintiffs and the Class could succeed at trial only to  
16 have Check Into Cash significantly delay payment of the judgment by appeal or even overturn the  
17 judgment on appeal. (Mazda Decl., ¶ 28.)

18 **B. The Class Should Be Conditionally Certified**

19 Courts recognize the propriety of certifying a settlement class to resolve consumer protection  
20 lawsuits. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 445; *see also Hanlon v. Chrysler Corp.* (9<sup>th</sup>  
21 Cir. 1998) 150 F.3d at 1011, 1017.) When presented with certification of a settlement class, a court must  
22 determine whether the proposed class satisfies the requirements for class certification under California  
23 law. However, in assessing the class-certification requirements, a court may properly consider that there  
24 will be no trial, and therefore potential trial management problems, if any, are obviated for the settlement  
25 class. (*WashingtonMut. Bankv. Super. Ct.* (2001) 24 Cal.4th 906,923.)

26 “In order to maintain a class action, certain prerequisites must be met, specifically, ‘the existence of  
27 an ascertainable class and a well-defined community of interest among the class members. [] The

28 <sup>4</sup>To be clear, these are *Defendants’* contentions, not Plaintiffs’. (Mazda Decl., ¶ 26.)

1 community of interest requirement embodies three factors: (1) predominant common questions of law  
2 or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives  
3 who can adequately represent the class.” (*Marler v. E.M Johansing, LLC* (2011) 199 Cal.App.4th 1450,  
4 1459.) In addition, the class action procedure should provide “substantial benefits to litigants and the  
5 courts,” meaning that proceeding as a class is superior to other methods of adjudication. (*In re Tobacco*  
6 *II Cases* (2009) 46 Cal.4th 298, 313.)

7 **1. An Ascertainable Class and the Impracticality of Joinder**

8 In determining whether there is an ascertainable class, courts look to whether the class definition uses  
9 “objective characteristics and common transactional facts” so that an individual can identify himself as  
10 having a right to recover based upon that description. (*Marler*, 199 Cal.App.4th at 1460; *Cho v. Seagate*  
11 *Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 746.

12 Here, in the Stipulation of Settlement, the Class is defined as:

13 “all African Americans (or Blacks) who have entered into a Check Into Cash locked store in the  
14 State of California from February 9, 2012 to the present.”

15 (Exh. 1 to Mazda Decl. at Section II, ¶ 3.) This definition is precise and objective.

16 Additionally, it is impracticable to bring all Class Members before the Court. Check Into Cash has  
17 approximately 40 stores that are locked stores, and there are estimated to be thousands of persons who  
18 meet the Class definition. (Mazda Decl., ¶ 29.) The Class is therefore sufficiently large such that joinder  
19 is impracticable. (*Aguilar v. Cintas Corp. No.2* (2006) 144 Cal.App.4th 121, 138.)

20 **2. The Central Issues Common to All Class Members Predominate**

21 The test for predominance is whether:

22 the issues which [are] common among the class members would be the principal issues in any  
23 individual action, both in terms of time to be expended in their proof and of their importance,  
24 and that if a class suit were not permitted, a multiplicity of legal actions dealing with identical  
25 basic issues would be required in order to permit recovery by each [absent class member].

26 (*Vasquez v. Super. Ct.* (1971) 4 Cal.3d 800, 810.) Predominance does not require that each and every  
27 issue in the case be identical for each and every class member. (*Sav-On Drug Stores, Inc. v. Super. Ct.*  
28 (2004) 34 Cal.4th 319, 338.) Instead, the focus is on how liability would be established. A case should

1 be certified for class treatment if it appears the defendant engaged in a common course of conduct.  
2 (*Vasquez*, 4 Cal.3d at 808.)

3 Here, the common course of conduct is Defendants’ effectuating its ID entry policy at locked Check  
4 Into Cash stores in California. Under Plaintiffs’ version of the facts, in doing so, Defendants engaged  
5 in either overt or disparate-impact racial discrimination. Under Defendants’ version of the facts, in doing  
6 so, Defendants did not engage in any racial discrimination. Either way, there is a common course of  
7 conduct that is subject to collective proof. That is the central issue common to all class members, and  
8 that central issue predominates. The common and predominate legal question is whether Defendants’  
9 conduct in effectuating its ID entry policy at locked Check Into Cash stores in California violates the  
10 California Unruh Civil Rights Act and therefore, by extension, California’s Unfair Competition Law  
11 (UCL), Business and Professions Code § 17200, et seq.

12 **3. Plaintiff’s Claims Are Typical of the Class**

13 A representative plaintiff’s claims are typical if they are significantly similar to those of the other  
14 class members. (*Daniels v. Centennial Group, Inc.* (1993) 16 Cal.App.4th 467, 473.) A representative  
15 plaintiff’s claim is typical if he was subjected to the same alleged wrong as other class members.  
16 (*Fireside Bank v. Super. Ct.* (2007) 40 Cal.4th 1069, 1090.)

17 Here, Plaintiffs’ claims that Defendants’ ID entry policy at locked Check Into Cash stores in  
18 California violates the Unruh Civil Rights Act and the UCL are the exact same claims asserted on behalf  
19 of all class members. (*Compare* first and second causes of action (which are individual claims) with  
20 third and fourth causes of action (which are class claims) from the Complaint, which is Exhibit 4 to  
21 Mazda Decl.)

22 **4. Plaintiffs Harvey and Logan and Class Counsel Will Adequately Represent the Class**

23 The adequacy requirement is met by fulfilling two conditions. First, the named plaintiff must be  
24 represented by counsel qualified to conduct the pending litigation, and second, the plaintiff’s interests  
25 cannot be “antagonistic to the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 475; *McGhee*  
26 *v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.) Both requirements are met here. The proposed Class  
27 Counsel is a lawyer experienced in prosecuting class action litigation, including consumer class actions,  
28 and thus is “qualified, experienced, and generally able to conduct the proposed litigation.” (*Miller v.*

1 *Woods* (1983) 148 Cal.App.3d 862, 874; Mazda Decl., ¶ 30.) Additionally, Plaintiff Harvey and Plaintiff  
2 Logan do not have any conflicts with the class. (Mazda Decl., ¶ 31.) “[O]nly a conflict that goes to the  
3 very subject matter of the litigation will defeat a party’s claim of representative status.” (*Richmond*, 29  
4 Cal.3d at 470.) That is, only conflicts that are “irreconcilable” can defeat adequacy. (*Nat’l Solar Equip.*  
5 *Owners’ Ass’n v. Grumman Corp.* (1991) 235 Cal.App.3d 1273, 1286.) Here, no conflicts exist.

6 **5. A Class Action Is Superior to Other Methods**

7 Judicial economy, efficiency, and promoting uniformity of decisions are paramount in deciding  
8 whether a class action is superior to other forms of adjudication. (2 Newberg on Class Actions, §4:39  
9 (4th ed. 2010); *see also Linder*, 23 Cal.4th at 446.) The benefits and burden “comparison lies between  
10 the costs and benefits of adjudicating plaintiffs’ claims in a class action and the costs and benefits of  
11 proceeding by numerous separate actions.” (*Sav-On*, 34 Cal.4th at 339 and n.10.)

12 Here, the costs and benefits of a class wide resolution far outweigh the alternative of individual  
13 proceedings. Individual litigations would be unnecessarily cumbersome and time consuming for Class  
14 Members, and would likely result in inconsistent decisions for similarly situated persons.

15 A class action is also a superior mechanism “when numerous parties suffer injury of insufficient size  
16 to warrant individual action and when denial of class relief would result in unjust advantage to the  
17 wrongdoer.” (*Blue Chip Stamps v. Super. Ct.* (1976) 18 Cal.3d 381, 385.) Here, the indignity of having  
18 to go through the ID entry process so far has resulted in no other cases against Check Into Cash for the  
19 relevant Class Period. (Mazda Decl., ¶ 32.) Absent a class action, this injury to any one Class Member  
20 will not warrant any further individual actions.

21 The proposed class meets each of the requirements for certification and should be preliminarily  
22 certified.

23 **C. The Proposed Notice Program Meets All Requirements**

24 Notice to the Class must meet due process requirements. Due process “requires notice ‘reasonably  
25 calculated, under all the circumstances, to apprise interested parties of the pendency of the action and  
26 afford them an opportunity to present their objections.’” (*United Student Aid Funds, Inc. v. Espinosa*  
27 (2010) 130 S.Ct. 1367, 1378 (citation omitted). “Due process is flexible and calls for such procedural  
28 protections as the particular situation demands.” (*Gilbert v. Hamar* (1997) 520 U.S. 924, 930 (citation

1 omitted.)

2 In addition, notice to the Class must meet the requirements of California Rules of Court, Rule  
3 3.769(f) which provides:

4 If the court has certified the action as a class action, notice of the final approval hearing must be  
5 given to the class members in the manner specified by the court. The notice must contain an  
6 explanation of the proposed settlement and procedures for class members to follow in filing  
7 written objections to it and in arranging to appear at the settlement hearing and state any  
8 objections to the proposed settlement.

9 Additional provisions governing the content of the notice and the means of dissemination are set forth  
10 in CRC, Rule 3.766(d), (e) and (f). Here, the proposed notice readily meets all requirements.

11 Notice will be by publication in newspapers of general circulation in each area of California where  
12 Check Into Cash has had a locked store during the class period. This means of dissemination meets the  
13 notice requirements. (*Wershba v. Apple Comput., Inc.* (2001) 91 Cal.App.4th 224, 251 (notice by  
14 publication and web posting sufficient); *Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 974 (notice  
15 “should have a reasonable chance of reaching a substantial percentage of the class members”); *Bell v.*  
16 *Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1599 (approving notice by publication only).

17 The content of the proposed notice is accurate, informative and meets the requirements of California  
18 Rules of Court, Rules 3.766(d) and 3.769(f). Notice is designed in a reader friendly format that follows  
19 the format and content of the Federal Judicial Center’s model class notices. The notice provides  
20 information about the terms of the settlement, informs of the Final Approval Hearing, and explains Class  
21 Members’ rights to opt out, object or appear and the procedures and deadlines for doing so. (*See*  
22 *Wershba*, 91 Cal.App.4th at 251-52.)

23 **V. CONCLUSION**

24 For the reasons stated above, Plaintiffs respectfully request that the Court: (1) preliminary approve  
25 the proposed settlement as set forth in the Stipulation of Settlement; (2) approve the form of notice and  
26 plan for dissemination of notice; and (3) set the hearing date for final approval of the proposed  
27 settlement as soon as is practicable to effectuate the class notice. The [Proposed] Preliminary Approval  
28

1 Order is concurrently submitted as Exhibit B to the Stipulation of Settlement (which itself is Exhibit 1  
2 to the Mazda Declaration).

3  
4  
5 Dated: April 13, 2021

LAW OFFICE OF MARK MAZDA



6  
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8  
9 By: \_\_\_\_\_  
Mark Mazda

10 Attorneys for Plaintiffs  
11 Christina Harvey, Dyrius Grooms, Tyrie Dedrick,  
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