

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

SHERRI BARTH, FREDDIE MORA,  
JULIAN OCHOA and DESIREE MOYA,  
on behalf of themselves and others similarly situated,

Plaintiffs,

v.

D-202-CV-2015-08162

COURTESY LOANS OF NEW MEXICO, LLC,

Defendant.

**FINAL ORDER APPROVING SETTLEMENT AND  
DISMISSING CASE WITH PREJUDICE**

THIS MATTER came before the Court on Plaintiffs' Unopposed Motion for Final Approval of Settlement Agreement. For the reasons set forth herein, the Court grants the motion.

On November 30, 2022 the Court granted preliminary approval to a Settlement Agreement between the parties, and directed that Court-approved notice be sent to class members. Notice was sent to members of the classes, which advised them of the proposed settlement and notified them of their right to opt out or object. No class members opted out or objected.

The Court considered the Plaintiff's Unopposed Motion for Final Approval of Settlement Agreement and otherwise reviewed the record in this case. The Court then conducted a final approval hearing on February 28, 2023. At that hearing, the Court heard from counsel for the parties.

The Court being fully advised in the premises, having reviewed and approved the Settlement Agreement, and finding that the settlement is fair, just and reasonable, FINDS AND ORDERS:

1. Class members were mailed notice of settlement. The Court finds that the notification process satisfied Rule 1-023 NMRA and the requirements of due process.
2. This Court has jurisdiction over the subject matter of the lawsuit, over the parties, and over all of the class members, based upon the Court's findings and conclusions herein that such persons have been afforded the due process protections required by the New Mexico and United States Constitutions of notice, an opportunity to be heard, a right to opt out, and adequate representation.
3. No class member opted out of or submitted an objection to the proposed Settlement Agreement.
4. The Court ratifies the findings in its Preliminary Approval Order, granting class certification that this action is best maintainable as a class action; that Plaintiffs Sherri Barth, Freddie Mora, Julian Ochoa, and Desiree Moya are suitable class representatives; and that Richard Feferman is appropriate class counsel.
5. The Court further finds that the settlement is the most likely avenue to provide benefit to the classes, will result in substantial savings in time and money to the Court and the litigants, and will further the interests of justice. In reaching this determination, the Court has, based upon the evidence presented and its independent inquiry considered: the questions of fact and law raised by Plaintiff's claims and Defendants' potential defenses thereto; the risk, expense, complexity, and likely duration of further litigation; the benefits of the settlement; the extent of post-judgment discovery completed; the

experience and views of counsel that the settlement is fair and reasonable; and the reaction(s) of the class members to the settlement (both as to the lack of requests for exclusion from the classes and as to the lack of objections to the settlement). All these factors weigh heavily in favor of finding the settlement to be fair and reasonable, and the Court finds that the Settlement Agreement is fair, reasonable, and adequate to the classes, and hereby approves the Settlement Agreement in all respects, and directs the parties, class counsel and defense counsel to comply with and consummate the terms of the Settlement Agreement.

6. The Court finds that class counsel and the class representative have fairly and adequately represented and protected the interests of the classes for purposes of entering into and implementing the settlement. The final approval hearing and the evidence before the Court establish that investigation, discovery, and litigation conducted to date are sufficient for the parties to have the information needed to act intelligently in entering into the Settlement Agreement and that the Settlement Agreement is the result of extensive, good faith, arms-length negotiation between the parties. Based on the evidence before it, the Court finds there was no evidence of any collusion or fraud of any kind in obtaining the Settlement Agreement.

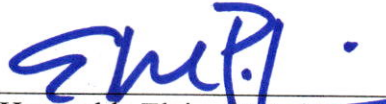
7. The Court finds that payment to class counsel of \$356,509.60 for attorney fees, \$27,629.49 gross receipts tax and \$15,694.67 out-of-pocket costs is appropriate. This payment is well within the standards established in relevant case law for payment according to the “percentage of the fund” method, and is consistent with class counsel’s lodestar. The Court has reviewed the factors set forth in Rule 16-105 NMRA and finds that they weigh in favor of this award of attorney fees, as follows:

- 1) The Court reviewed the declaration of counsel and finds that considerable time and labor was invested in this case. This case presented novel and difficult questions. Plaintiff's counsel demonstrated skill in litigating this case, including addressing technical and specialized questions of law.
  - 2) The time commitment required by this case precluded other employment by Plaintiff's counsel.
  - 3) The requested fee is commensurate with the customary fee for similar cases.
  - 4) Plaintiff obtained a fair and reasonable result for the class.
  - 5) The complete resolution of this case despite strong opposition reflects that it was litigated in an expeditious manner.
  - 6) Plaintiff's counsel served throughout this litigation, creating a long-standing professional relationship with Plaintiffs and the class.
  - 7) Class Counsel Richard Feferman has litigated numerous class actions to favorable conclusions in this District, along with other State and Federal Courts around New Mexico. His experience, reputation, and ability weigh in favor of the requested award.
  - 8) Plaintiffs agreed to a contingency fee, and Plaintiffs' counsel litigated this case for more than seven years without remuneration and with the risk of nonpayment.
8. The Court finds that Plaintiffs' request for costs of administration of \$16,972 is fair and reasonable.
  9. The Court finds that payment of service awards to named Plaintiffs Sherri Barth (\$10,000), Freddie Mora (\$5,000), Julian Ochoa (\$5,000) and Desiree Moya (\$5,000) is

reasonable. Plaintiffs invested substantial effort in this class action, and without their contributions, there would be no settlement fund to distribute to class members.

10. The Court finds that any funds that cannot be distributed practicably and economically to class members should be donated as a *cy pres* award to Equal Access to Justice, Inc
11. Each member of the class and subclass shall be bound by the provisions of the Settlement Agreement. The Court incorporates by reference the release set forth in the Settlement Agreement and forever discharges the Defendant and Settlement Agreement Guarantors, as set forth therein.
13. The parties are directed to implement the Settlement Agreement in accordance with its terms.
14. This case is dismissed with prejudice, with the parties to bear their own attorney fees and costs except as provided herein.
15. The Court retains jurisdiction over the interpretation, enforcement and implementation of both the Settlement Agreement and this Order. For administrative purposes, in the event that Plaintiffs' counsel must ask for the Court's relief pertaining to distribution of the Settlement funds, the Court Clerk's office shall maintain this case in open status for one year.

SO ORDERED:



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Honorable Elaine P. Lujan  
District Court Judge

Submitted:

/s/ Richard N. Feferman

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