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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 EASTERN DIVISION
16

17 STACI CHESTER, et al.,
18 Plaintiffs,
19 vs.
20 THE TJX COMPANIES, INC., et al.,
21 Defendants.

EDCV 5:15-01437 ODW (DTBx)

**DECLARATION OF GREG K.
HAFIF IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Courtroom: 5D – First Street
Date: May 14, 2018
Time: 1:30 p.m.
Judge: Hon. Otis D. Wright, II

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2 **DECLARATION OF GREG K. HAFIF**

3 I, Greg Hafif, declare as follows:

- 4 1. I am the principal of Law office of Herbert Hafif, A Professional Law
5 Corporation, attorney of record and co-counsel with Christopher J. Morosoff of
6 THE LAW OFFICES OF CHRISTOPHER J. MOROSOFF, and Douglas
7 Caiafa, A Professional Law Corporation. I am counsel for plaintiffs herein
8 before this Court in the action *Staci Chester, et al. v. THE TJX Companies, Inc.*
9 *et al.* U.S.D.C., E.D. Cal. 5:15-cv-01437-ODW-DTBx, and in the consolidated
10 actions against defendants Marshalls of CA, LLC (Case No. 5:15-cv-01475-
11 PA-DTBx) and HomeGoods, Inc. (Case No. 5:15-cv-01480-CAS-KKx).
- 12 2. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of
13 Class Action Settlement and Unopposed Motion for Certification of Settlement
14 Class.
- 15 3. I, along with my co-counsel Christopher Morosoff and Douglas Caiafa have
16 been conditionally certified as counsel for the Rule 23(b)(3) Settlement Class
17 herein.
- 18 4. The proposed Settlement Agreement (“SA”), in this action provides a
19 “Settlement Amount” which represents the gross sum of \$8,500,000.00 to be
20 paid by Defendant to an estimated 8 million Class Members in Merchandise
21 Credits (“Credits”) (SA ¶ 3.1). Claimants will receive their share of the
22 Monetary Component as a Merchandise Credit redeemable for purchases at any
23 TJ Maxx, Marshalls or HomeGoods store in California. (Id., ¶¶1.14, 3.1.1).
24 Each Merchandise Credit shall be fully transferable, stackable and may be used
25 in connection with any promotional discounts that are otherwise available.
26 (Id.). Merchandise Credits will have no expiration date and need not be used in
27 full at any time. (Id.). They will maintain a running balance that will be
28 depleted based only on use until the Claimant’s balance is zero. (Id.). No

1 minimum purchase amount is required to use them. (Id.). In addition,
2 Settlement Class Members will have the option of redeeming an unused
3 Merchandise Credit for cash in an amount equal to 75% of the Merchandise
4 Credit at the time of its issuance by returning the Merchandise Credit to the
5 Claims Administrator within one (1) year after its issuance. (Id. at ¶1.14).
6 Claimants will have ninety days from the date of Notice to submit a Claim
7 Form either electronically through a Settlement Website maintained by the
8 Administrator, or via mail to the Administrator. (Id. at ¶¶5.1, 5.2.2).
9 Following the Settlement Effective Date, Defendant will deliver plastic
10 Merchandise Credits to the Claims Administrator for distribution to all
11 Claimants. (Id. at ¶8.1.3).

- 12 5. Plaintiffs and their counsel have also obtained meaningful relief beyond the
13 Monetary Component as reflected in the Settlement Agreement and detailed in
14 the Declaration of Douglas Caiafa.
- 15 6. On December 5, 2017, this Court issued an Order Granting Plaintiffs' Motion
16 for Preliminary Approval of Class Action Settlement and Conditional
17 Certification of Settlement Class ("MPA Order") (ECF#113). The Parties and
18 the Administrator have fully complied with this Court's MPA Order and JND
19 has performed all duties required of it. (See, Declaration of Jennifer M.
20 Keough Regarding Notice Administration filed concurrently herewith
21 ("Keough Decl.")).
- 22 7. Throughout the litigation and administration of the Settlement here, I have
23 continued to vigorously represent the interests of the certified Class.
- 24 8. I have been admitted to practice and have actively practiced in California
25 before both State and Federal Courts, including this one, for over 28 years and
26 have defended and prosecuted numerous complex, multi-party actions,
27

1 including over 50 class actions, and including multimillion dollar wage and
2 hour and consumer class action litigation and settlements.

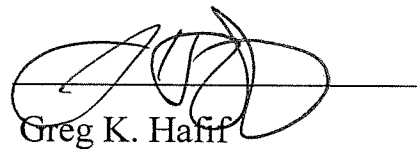
3 9. I am unaware of any conflicts of interests or interests antagonistic to members
4 of the Settlement Class.

5
6 10. It is my opinion that the Settlement here is fair, adequate, and reasonable.

7 Particularly in consideration of the risk, expense, complexity, and likely duration
8 of further litigation, the amount of the Settlement, and the positive reaction of
9 Class Members, and based on my over 28 years of experience prosecuting class
10 action lawsuits, I strongly recommend that the Court grant final approval of the
11 Settlement here as requested in the Motion for Final Approval of Class Action
12 Settlement.

13
14 I declare under penalty of perjury that the forgoing is true and correct.

15 Executed this 14th day of April 2018, at Claremont, California.

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18 
19 Greg K. Hafif