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Superior Court of California  
County of Los Angeles

OCT 23 2014

Sherri R. Carter, Executive Officer/Clerk  
By: Roxanne Arraiga, Deputy

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*Attorneys for Plaintiff and the Proposed Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

KRIKOR "GREGORY"  
NALBANTIAN, individually, and on  
behalf of other members of the general  
public similarly situated,

Plaintiff,

vs.

BARNEY'S WORLDWIDE, INC., a  
California corporation; and DOES 1  
through 100, inclusive,

Defendant.

) Case No. BC493145

) CLASS ACTION

) ~~[REDACTED]~~ ORDER  
) GRANTING FINAL APPROVAL OF  
) CLASS ACTION SETTLEMENT AND  
) FINAL APPROVAL OF ATTORNEYS'  
) FEES, COSTS AND INCENTIVE AWARD  
) AND JUDGMENT THEREON.

) HEARING DATE: October 23, 2014  
) HEARING TIME: 10:00 a.m.  
) HEARING DEPT.: 310

1 On or about December 12, 2013, Plaintiff Krikor "Gregory" Nalbantian  
2 ("Plaintiff"), individually and on behalf of the Settlement Class, and Defendant Barney's  
3 Worldwide, Inc. ("Defendant") (collectively, the "Parties") entered into a class action  
4 settlement (the "Settlement"), the terms and conditions of which were set forth in the  
5 parties' Stipulation of Class Action Settlement. Thereafter, the parties further clarified  
6 the terms of the settlement to address the issues identified in this Court's Order re:  
7 Preliminary Approval of Class Action Settlement dated January 3, 2014, and executed an  
8 Amended Stipulation of Class Action Settlement on January 16, 2014 (the "Agreement").  
9 Further, the parties addressed issues identified in this Court's Order re: Final Approval of  
10 Class Action Settlement dated September 8, 2014. This matter having come before the  
11 Court on October 23, 2014 for the Final Approval Hearing on Plaintiff's Motion for Final  
12 Approval of Class Action Settlement and Plaintiff's Motion for Final Approval of  
13 Attorneys' Fees, Costs, and Incentive Award, due and adequate notice having been given  
14 to Class Members as required by the Court's Preliminary Approval Order dated January  
15 27, 2014, and the Court, having considered all the papers filed and proceedings herein,  
16 having received no objections to the Settlement, having determined that the Settlement is  
17 fair, adequate and reasonable, and otherwise being fully informed, **hereby ORDERS as**  
18 **follows:**

19 1. All terms used herein shall have the same meaning as given them in the  
20 Agreement.

21 2. The Court has jurisdiction over the subject matter of this proceeding and  
22 over all Parties to this proceeding, including all Class Members.

23 3. The Court hereby unconditionally certifies the Settlement Class, as set  
24 forth in the Settlement, for purposes of this settlement only.

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1           4.     Providing of Notice, directed to the Class Members as set forth in the  
2 January 27, 2014 Order granting preliminary approval, has been completed in  
3 conformity with the Preliminary Approval Order, including the best notice practicable  
4 under the circumstances. The Notice provided due and adequate notice of the  
5 proceedings and of the matters set forth in the Preliminary Approval Order, including  
6 the proposed Settlement as set forth in the Agreement. The Notice provided adequate  
7 and appropriate notice to all persons entitled to such notice, and therefore fully satisfied  
8 the requirements of due process. All Settlement Class Members and all Released Claims  
9 are covered by and included within the Settlement and within this Final Approval Order.

10           5.     The Court finds that the Settlement has been reached as a result of  
11 intensive, serious, and non-collusive arms-length negotiations and the Settlement was  
12 entered into in good faith. The Court further finds that the Settlement is fair, reasonable,  
13 and adequate, and that Plaintiff has satisfied the standards and applicable requirements  
14 for final approval of this class action Settlement under California law.

15           6.     The Court hereby approves the Settlement as set forth in the Agreement  
16 and directs the parties to effectuate the Settlement according to the terms set forth in the  
17 Agreement. In granting final approval of the Agreement, the Court considered the  
18 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation  
19 of settlement proceeds among the Settlement Class Members, and the fact that a  
20 settlement represents a compromise of the parties' respective positions rather than the  
21 result of a finding of liability at trial. Additionally, the Court finds that the terms of the  
22 Agreement have no obvious deficiencies and do not improperly grant preferential  
23 treatment to any individual Class Member.

24           7.     As of the date of this Final Approval Order, except as to such rights or  
25 claims that may be created by the Settlement, each and every Released Claim of each  
26 Class Member who did not timely submit a valid opt-out request is and shall be deemed  
27 to be conclusively released as against the Released Parties.

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1 8. Neither the Settlement nor any of the terms set forth in the Agreement  
2 constitute an admission by Defendant, or any of the other Released Parties, of liability to  
3 the Settlement Class Representative or any other Settlement Class Member, nor does this  
4 Final Approval Order constitute a finding by the Court of the validity of any of the  
5 claims alleged in the Lawsuit, or of any liability of Defendant or any of the other  
6 Released Parties.

7 9. The Court hereby finds the Settlement provided for in the Agreement to be  
8 fair, reasonable and adequate.

9 10. The Court hereby confirms Kevin Shenkman, Esq. and Mary Ruth  
10 Hughes, Esq. of Shenkman & Hughes and Edwin Aiwazian, Esq., and Arby Aiwazian,  
11 Esq., of Lawyers *for* Justice, P.C. as Class Counsel.

12 11. Pursuant to the terms of the Agreement, and the authorities, evidence, and  
13 argument set forth in Class Counsel's application, an award of attorneys' fees in the  
14 amount of \$77,000, as final payment for and complete satisfaction of any and all  
15 attorneys' fees incurred by and/or owed to Class Counsel is hereby granted. Further,  
16 pursuant to the terms of the Agreement, and the authorities, evidence, and argument set  
17 forth in Class Counsel's application, an award of costs in the amount of \$9,522.91, as  
18 final payment for and complete satisfaction of any and all costs incurred by and/or owed  
19 to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls  
20 within the range of reasonableness and that the result achieved justifies the award. The  
21 payment of fees and costs to Class Counsel shall be made in accordance with the terms  
22 of the Agreement and pursuant to the agreements between Class Counsel.

23 12. The Court also hereby approves Plaintiff Krikor "Gregory" Nalbantian as  
24 the Class Representative and orders payment to Plaintiff for his service as a named  
25 Plaintiff in the sum of \$5,000. The payment of the Class Representative's incentive  
26 award shall be made in accordance with the terms of the Agreement.

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1           13.    The Court hereby authorizes and directs the Settlement Administrator,  
2 Kurtzman Carson Consultants ("KCC"), to distribute the appropriate payments to all of  
3 the Settlement Class Members who have submitted timely and valid claims in  
4 accordance with the terms of the Agreement.

5           14.    The Court further approves the payment of \$10,000 to KCC for the costs  
6 of administering the Settlement as set forth in the Agreement. The payment authorized  
7 by this paragraph shall be made in accordance with the terms of the Agreement.

8           15.    If the Settlement does not become final and effective in accordance with  
9 the terms of the Agreement, this Final Approval Order and all orders entered in  
10 connection herewith, including the Judgment on this Order, shall be vacated and shall  
11 have no further force or effect.

12   **JUDGMENT**

13           16.    Pursuant to California Rules of Court, rule 3.769(h), the Court hereby  
14 enters judgment consistent with, and as expressly set forth in, the terms in the  
15 Stipulation of Class Action Settlement in this action.

16           17.    Kurtzman Carson Consultants shall post a copy of this signed Judgment  
17 for thirty (30) calendar days on its website in compliance with California Rules of Court  
18 Rule 3.771(b).

19           18.    The Judgment does not apply to those individuals who were excluded from  
20 the Class in accordance with the Final Approval Order.

21           19.    Pursuant to California Code of Civil Procedure Section 664.6 and Rule  
22 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing  
23 jurisdiction over this action, the Class Representative, members of the Class, and  
24 Defendant- for the purpose of:

- 25                   a. supervising the implementation, enforcement, construction, and  
26                   interpretation of the Settlement Agreement, the Preliminary  
27                   Approval Order, the plan of allocation, the Final Approval Order,  
28                   and the Judgment; and

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b. supervising distribution of amounts paid under this Settlement.

**IT IS SO ORDERED.**

DATED: OCT 23 2014

KENNETH R. FREEMAN  
Honorable Kenneth R. Freeman  
Judge of the Superior Court

