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9 of all others similarly situated

10 SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

11 SONIA HOFFMAN, an individual and on)
12 behalf of all others similarly situated,)
13 Plaintiff,)

14 vs.)

15 TRUE RELIGION APPAREL, INC., a)
16 California Corporation; and DOES 1 through)
17 100, inclusive,)

18 Defendant.)

Case No.: 37-2014-00041658-CU-BT-CTL

CLASS ACTION

**NOTICE OF ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

[IMAGED DOCUMENT]

Dept.: C-67
Judge: Hon. Eddie C. Sturgeon

19
20 TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:

21 PLEASE TAKE NOTICE that on November 20, 2015, the Court, the Hon. Eddie C.
22 Sturgeon presiding, signed the Final Judgment and Permanent Injunction. (A true and correct
23 copy is attached hereto as Exhibit "A".)

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Plaintiff hereby provides notice.

Dated: November 20, 2015

DEL MAR LAW GROUP, LLP

By: sJohn H. Donboli
John H. Donboli
JL Sean Slattery
DEL MAR LAW GROUP, LLP
Attorneys for: SONIA HOFMANN, an
individual and on behalf of all others similarly
situated

Exhibit "A"

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FILED
in the Superior Court

NOV 20 2015

By: J. CERDA, Deputy

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

SONIA HOFMANN, an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TRUE RELIGION APPAREL, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants

CASE NO. 37-2011-00089380-CU-BT-CTL

CLASS ACTION

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Dept.: C-67
Judge: Hon. Eddie C. Sturgeon

1 Plaintiff Sonia Hofmann, individually and on behalf of all members of the class, and
2 defendant True Religion Apparel, Inc. (“TRA”), through their respective attorneys of record,
3 having stipulated to the entry of this Final Judgment and Permanent Injunction (the “Judgment”)
4 without the taking of proof, without trial or adjudication of any fact or law herein, without the
5 judgment constituting evidence of or an admission by Defendant regarding any issue of fact or
6 law alleged in the operative complaints herein, and without Defendant admitting any liability,
7 and good cause appearing therefore:

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

9 This action is brought under California law, and this Court has jurisdiction over the
10 allegations and subject matter of the operative complaint in the above-captioned matter on file
11 herein.

12 This Court has personal jurisdiction over the parties to this action, including the Class
13 Members (as defined below).

14 This Judgment has been reviewed by this Court, and this Court finds that it has been
15 entered into in good faith and to be in all respects suitable and equitable.

16 The injunctive provisions of this Judgment are applicable to TRA only, as well as its past
17 and present parent companies, subsidiaries, divisions; their successors and the assigns of all or
18 substantially all of the assets of their business; their directors, officers, employees, agents,
19 managers, members, and principals (collectively, the “Enjoined Parties”).

20 Pursuant to California Rules of Court, Rule 3.771(a), the members of the class are all
21 persons who made a purchase in California of a True Religion product containing foreign-made
22 component parts in reliance on the “MADE IN USA” or “MADE IN THE USA” label (the
23 “Products”), from December 10, 2010 to ^{July 31, 2015} ~~[date of preliminary approval order]~~, for non-
24 commercial use and who did not timely exercise his or her right to opt out of participation in the
25 settlement (the “Class Members”).

26 Permanent Injunction. Without admitting any liability or wrongdoing whatsoever,
27 pursuant to California Business and Professions Code Sections 17203 and 17535, the Enjoined
28

1 Parties, and each of them, shall label goods sold in California in compliance with California
2 Business & Professions Code § 17533.7, *i.e.*, any goods labeled “Made in the USA” shall be
3 entirely manufactured in the USA of U.S.-made materials or shall bear appropriate qualifying
4 language if the garment is comprised of more than trivial amounts of foreign components.
5 However, if any later judicial or legislative interpretation of California Business & Professions
6 Code § 17533.7 results in a change or modification to the impact, interpretation and/or effect of
7 California Business & Professions Code § 17533.7, the Permanent Injunction shall reflect the
8 more current interpretation of the statute and the burden on TRA shall be interpreted and/or
9 modified accordingly. The Permanent Injunction shall not apply to such Products manufactured
10 on or before December 31, 2015, whether or not the labels affixed to such products complies
11 with California Business & Professions Code § 17533.7.

12 Payment to Class Members. Without admitting any liability or wrongdoing whatsoever,
13 TRA shall distribute to each Class Member who timely submitted a properly completed, signed
14 claim form that is not rejected by the Claims Administrator or Defendant, one (1) TRA T-Shirt to
15 be picked up at the claimant’s local True Religion store, or, if appropriate, shipped to the
16 claimant at the address provided on the Claim Form, as determined by the Class Administrator,
17 up to \$500,000 in value of True Religion t-shirts (with an agreed upon valuation of \$25 per
18 shirt).

19 Charitable Donation. To the extent there is any unclaimed residual value of the
20 Common Fund, a donation in the form of \$25 TRA T-shirts equivalent to the unclaimed residual
21 value will be equally distributed among the following five 501(c) (3) charities:

22 The Good Shepherd Shelter
23 P.O. Box 19487
24 Los Angeles, CA 90019-6233
25 Business Tel: (213) 737-6111

26 Peace Over Violence
27 1015 Wilshire Blvd., Suite 200
28 Los Angeles, CA 90017
Business Tel: (213) 955-9090
Hotline/Crisis: (213) 626-3393

1 YWCA of San Diego County
2 Administrative Offices
3 1012 C Street
4 San Diego, CA 92101
5 Business Tel: (619) 239-0355
6 Hotline/Crisis: (619) 234-3164

7 WOMAN, Inc.
8 333 Valencia St., Suite 450
9 San Francisco, CA 94103
10 Business Tel: (415) 864-4777
11 Hotline/Crisis: (415) 864-4722

12 CORA
13 2211 Palm Avenue
14 San Mateo, CA 94403
15 Business Tel: (650) 652-0800
16 Hotline: (800) 300-1080

17 This Court retains jurisdiction for the purpose of enabling any party to this Judgment to
18 apply to this Court at any time for such further orders and directions as may be necessary or
19 appropriate for the construction or carrying out of this Judgment, for the modification of any of
20 the provisions hereof, for the enforcement of compliance herewith, and for the punishment of
21 violations hereof.

22 The parties agree to negotiate in good faith to try to resolve any disputes that may arise
23 relating to this Judgment. The parties further agree that Plaintiff shall give Defendant thirty (30)
24 days' notice and an additional reasonable opportunity to resolve any alleged violation before
25 filing an application or other pleading seeking any relief for any purported violation of this
26 Judgment from any other court, tribunal, arbitration panel, commission, agency or before any
27 governmental and/or administrative body, or any other adjudicatory body. Plaintiff further
28 agrees that she or her counsel will not take any action to enforce the Permanent Injunction
without first meeting and conferring with Defendant and/or its counsel in person.

The Parties recognize that TRA possesses a quantity of products with the prior labels and
agree that the Permanent Injunction does not apply to such products, and that TRA shall have

1 one year from the entry of this Judgment, or until December 31, 201~~5~~⁶, whichever is sooner, to
2 sell such products. The Permanent Injunction shall apply only to True Religion products created
3 and placed on the shelves after the Effective Date.

4 Nothing in this Judgment shall be deemed to permit or authorize any violation of the
5 laws, rules, or regulations of California or otherwise be construed to relieve Defendant of any
6 duty to comply with any applicable laws, rules, or regulations of California.

7 This Judgment is a final resolution and disposition of all those matters, claims, and causes
8 of action alleged in the operative complaints herein. This Judgment shall have a *res judicata*
9 effect that bars Plaintiff and all Class Members from bringing and asserting any and all actions,
10 claims, demands, rights, suits, and causes of action of any kind or nature whatsoever against
11 Defendant and its past and present subsidiaries and affiliates, parent companies, divisions, as
12 well as their distributors, wholesalers, retailers, customers and licensors, including the officers,
13 directors, trustees, employees, shareholders, agents, insurers, spokespersons, legal
14 representatives, public relations firms, advertising and production agencies and assigns (the
15 "Released Persons"), including damages, costs, expenses, penalties, and attorneys' fees, whether
16 at law or equity, known or unknown, foreseen or unforeseen, developed or undeveloped, direct,
17 indirect or consequential, liquidated or unliquidated, arising under common law, regulatory law,
18 statutory law, or otherwise, based on federal, state, or local law, statute, ordinance, regulation,
19 code, contract, common law, or any other source, or any claim that Plaintiff or Class Members
20 ever had, now have, may have, or hereafter can, shall or may ever have against the Released
21 Persons in any other court, tribunal, arbitration panel, commission, agency or before any
22 governmental and/or administrative body, or any other adjudicatory body, on the basis of,
23 connected with, arising from or in any way whatsoever relating to actions or omissions in
24 manufacturing, advertising, marketing, labeling, packaging, promotion, sale and distribution of
25 the Products, and/or any claims or omissions regarding the geographic location any Product
26 and/or any component of any Product was manufactured, assembled and/or created, from
27 December 10, 2010 to the Effective Date, and any claims arising after the date of final approval
28

1 which could be asserted based on labels or marketing in existence as of the date of final approval
2 of the Agreement

3 This Judgment shall take effect immediately upon entry thereof, without further notice to
4 Defendants.

5 The Court finds an attorneys' fees award of \$ 250,000.00 to be fair and
6 reasonable and awards same to Class Counsel, *inclusive of costs and expenses.*

7 ~~The Court also awards Class Counsel the amount of \$ _____ as~~
8 ~~reimbursement of costs and expenses.~~

9 The Court further awards Plaintiff Hofmann an incentive award of \$ 5,000.00, which
10 the Court finds to be fair and reasonable.

11 The attorneys' fees award, reimbursement of expenses, and the Plaintiff incentive award
12 shall be paid within ten (10) business days after (a) thirty (30) days after the entry of the Court's
13 order regarding final approval of the settlement or Class Counsel's attorneys' fees request,
14 whichever is later, if no motions for reconsideration or no appeals or other efforts to obtain
15 review have been filed or (b) in the event that a motion for reconsideration, an appeal, or other
16 effort to obtain review of the Court's order regarding final approval of the settlement or Class
17 Counsel's attorneys' fees request has been initiated, thirty (30) days after such reconsideration,
18 appeal, or review has been finally concluded and is no longer subject to review, whether by
19 appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or
20 otherwise. If not so paid, then interest on such award, fees and expenses shall accrue from the
21 date of this Judgment until paid at the maximum rate allowed by law.

22 The Clerk shall enter this Judgment forthwith.

23 **IT IS SO ORDERED.**

24 Dated: 11-20-15

Eddie C. Sturgeon

HONORABLE EDDIE C. STURGEON
JUDGE OF THE SUPERIOR COURT