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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DAVID PAZ, an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

AG ADRIANO GOLDSCHMIED,
INC., a California corporation;
NORDSTROM, INC., a Washington
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 3:14-cv-01372-DMS-DHB

CLASS ACTION

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Dana M. Sabraw
Courtroom: 13A

1 WHEREAS this matter, having been brought before the Court on October
2 28, 2016, pursuant to the Court's Order Granting Preliminary Approval of the Class
3 Action Settlement, to determine whether the Settlement Agreement, dated October
4 28, 2015 (the "Settlement Agreement"), between named Plaintiff David Paz on
5 behalf of himself and all members of the nationwide Settlement Class, and
6 Defendants AG Adriano Goldschmied, Inc. ("AGAG") and Nordstrom, Inc.
7 ("Nordstrom"), is fair and reasonable and should be approved as in the best interest
8 of the Class Members; and

9 WHEREAS notice of the proposed Settlement having been given to all
10 members of the Class as directed by this Court's Order Granting Preliminary
11 Approval of the Class Action Settlement, and proof of notice having been filed
12 with the Court; and

13 WHEREAS the Court has received and reviewed the Settlement Agreement
14 and its exhibits; and

15 WHEREAS all persons present or represented at the hearing, who were
16 entitled to be heard pursuant to the Class Notice, having been given an opportunity
17 to be heard; and counsel for the parties having appeared in support of the
18 Settlement; and Class Counsel having represented to the Court that in their opinion
19 the Settlement is fair and reasonable and in the best interests of the Class
20 Members; and

21 WHEREAS the Court having considered all documents filed in support of
22 the Settlement, and fully considered all matters raised, all exhibits and affidavits
23 filed and all evidence received at the hearing, all other papers and documents
24 comprising the record herein, and all oral arguments presented to the Court;
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26 IT IS HEREBY ORDERED as follows:

- 27 1. For all purposes of this Order Granting Final Approval of Class
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1 Action Settlement (“Order”), the Court adopts all defined terms as set forth in the
2 Settlement Agreement, which is incorporated herein by this reference.

3 2. For purposes of this Order, “Class” shall mean all persons in
4 California who purchased a “Made in USA” or “Made in USA of Imported Fabric”
5 labeled Class Product between June 04, 2010 and December 31, 2015. Excluded
6 from the Class are all persons who are employees, directors, officers, and agents of
7 Defendants or its subsidiaries and affiliated companies, as well as the Court and its
8 immediate family and staff.

9 3. For purposes of this Order, “Class Member(s)” shall mean all persons
10 who are members of the Class and who have not timely exercised their rights to opt
11 out of participation in the Settlement. Such persons who have timely opted-out are
12 not bound by the Judgment or the terms of the Settlement and may pursue their
13 own individual remedies against Defendants. However, such Persons are not
14 entitled to any payments provided to Class Members by the terms of the
15 Settlement.
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17 4. The Court has jurisdiction over the subject matter of the Action.

18 5. All Class Members having been given adequate notice, the
19 opportunity to be heard and the opportunity to opt out of the Class, the Court finds
20 that it has personal jurisdiction over each Class Member.

21 6. The Court has personal jurisdiction over AGAG and Nordstrom
22 because, among other reasons, AGAG and Nordstrom did not timely challenge
23 personal jurisdiction.

24 7. The Court approves the Settlement of the litigation set forth in the
25 Settlement Agreement as being fair, just, reasonable and adequate to the Class
26 Members. The terms and provisions of the Settlement are the product of arms-
27 length negotiations conducted in good faith and with the assistance of an
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1 experienced mediator, Judge Irma E. Gonzalez, of JAMS. Approval of the
2 Settlement will result in substantial savings of time, money and effort to the Court
3 and the Parties, and will further the interests of justice.

4 8. Any and all objections to the Settlement and Settlement Agreement
5 are overruled as being without merit.

6 9. This Action may be maintained as a class action for settlement
7 purposes.

8 10. The Court certifies this litigation as a class action for settlement
9 purposes and certifies the class as comprised of all Class Members.

10 11. The Court finds that the requirements of Federal Rule of Civil
11 Procedure 23(a) and (b)(3) have been satisfied, in that (a) the Settlement Class is so
12 numerous that joinder of all individual Settlement Class Members is impracticable;
13 (b) there are questions of law and fact common to the Settlement Class and those
14 common questions of law and fact predominate over any individual questions; (c)
15 the claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff and
16 Class Counsel will fairly and adequately represent the interests of the Class; and
17 (e) a class action is superior to other available methods for the fair and efficient
18 adjudication of the controversy.
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20 12. The Court also find that named Plaintiff David Paz and Class Counsel
21 fairly and adequately represent the Class Members and satisfy the requirements to
22 be representatives of and counsel to Class Members for settlement purposes.

23 13. The Notice provided to the Class Members pursuant to the Order
24 Granting Preliminary Approval of Class Action Settlement constitutes full and
25 adequate notice and is in full compliance with the requirements of due process of
26 law.

27 14. The Settlement shall be implemented and consummated in accordance
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1 with the definitions and terms of the Settlement Agreement.

2 15. Neither the Settlement Agreement, nor any of its terms or provisions,
3 nor any of the negotiations or proceedings connected with it shall be construed as
4 an admission or concession by Defendants of the truth of any of the allegations in
5 the Action, or of any liability, fault or wrongdoing of any kind.

6 16. The Action, and each allegation, claim, and cause of action asserted
7 therein against Defendants are dismissed on the merits and with prejudice as to
8 David Paz and all Class Members.

9 17. David Paz and all Class Members, on behalf of themselves and any of
10 their respective agents, successors, heirs, assigns, and other persons and entities
11 referenced in the Settlement Agreement, for good and sufficient consideration, are
12 deemed to have forever released AGAG and Nordstrom and/or the Released
13 Parties as defined in the Settlement Agreement.

14 18. David Paz and all Class Members are permanently barred and
15 enjoined from commencing or continuing to prosecute or otherwise asserting the
16 Released Claims, or any of them, in whole or in part, whether class or individual,
17 against AGAG and/or Released Parties.

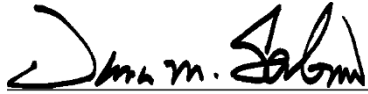
18 19. The Court hereby reserves jurisdiction over the Action and Settlement
19 to enforce the terms of the judgment.

20 20. This Order is final for purposes of appeal and may be appealed, and
21 the Clerk is hereby directed to enter judgment thereon. If this Order does not
22 become "Final" in accordance with the terms of the Settlement Agreement
23 (because the Judgment is set aside, in whole or in material part after being timely
24 appealed), then this Order, and all other orders entered in connection with this
25 Settlement (including without limitation, the Order Granting Preliminary Approval
26 of Class Action Settlement) shall be rendered *void ab initio*, and vacated in
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1 accordance with the terms of the Settlement Agreement.

2 IT IS SO ORDERED.

3 Dated: October 28, 2016

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5 Hon. Dana M. Sabraw
6 United States District Judge
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