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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ARAM TERTERYAN, TATYANA
DAVTYAN, and MARINE
DAVTYAN, individually and on behalf
all others similarly situated,

Plaintiff,

vs.

NISSAN MOTOR ACCEPTANCE
CORPORATION,

Defendant.

Case No. CV 16-2029-GW-KSx
Hon. George H. Wu
Crtrm 9D – 1st Street

FINAL JUDGMENT

Action filed: March 24, 2016
Trial Date: None Set

On August 29, 2022, this Court entered its Order finally approving the class action settlement of this case. (Dkt. 145.) Based on that Order, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

1. This judgment applies to and binds the named plaintiffs, Aram Terteryan, Tatyana Davtyan and Marine Davtyan, the defendant Nissan Motor Acceptance Company LLC, formerly known and sued as Nissan Motor Acceptance Corporation (“NMAC”), and the certified plaintiff settlement class defined as:

- a. all persons in the United States to whose cellular tele- phones NMAC placed one or more non-emergency Calls
- b. using equipment that constitutes or may constitute an

1 automatic telephone dialing system or an artificial or
2 prerecorded voice c. during the Class Period and d. who
were not a party to any agreement with NMAC.

3 NMAC, any affiliate or subsidiary of NMAC, any entities in which any of
4 such companies have a controlling interest, the staff of the Court, and counsel in this
5 case are excluded from the class.

6 2. The terms of the Settlement Agreement and Release (“Settlement
7 Agreement”; Dkt. 109-1) are approved and incorporated into this judgment by this
8 reference.

9 3. Each named plaintiff and each class member is bound by the terms of
10 sections 2.32, 13.01-13.03 and 13.05 of the Settlement Agreement which provide”

11 2.32 “Released Parties” means NMAC and each of its
12 respective past, present and future parents, subsidiaries,
13 affiliated companies and corporations, and each of their
14 respective past, present, and future directors, officers,
15 managers, employees, general partners, limited partners,
16 principals, insurers, reinsurers, shareholders, attorneys,
17 advisors, representatives, predecessors, successors,
divisions, assigns, or related entities, and each of their
18 respective executors, successors, and legal representatives.
19 “Released Parties” specifically includes all corporate
20 affiliates of NMAC and all entities with which NMAC
21 contracts to obtain representatives to place calls.

22 13.01 Released Claims. Plaintiffs and each Settlement
23 Class Member, as well as their respective assigns,
24 executors, administrators, successors and agents, hereby
25 release, resolve, relinquish and discharge each and all of
26 the Released Parties from each of the Released Claims (as
27 defined below). The Settlement Class Members further
28 agree that they will not institute any action or cause of
action (in law, in equity or administratively), suits, debts,
liens, or claims, known or unknown, fixed or contingent,
which they may have or claim to have, in state or federal
court, in arbitration, or with any state, federal or local
government agency or with any administrative or advisory
body, arising from the Released Claims. The release does
not apply to members of the Class who timely opt-out of
the Settlement.

13.02 Released Claims. “Released Claims” mean any and
all claims, causes of action, suits, obligations, debts,
demands, agreements, promises, liabilities, damages,
losses, controversies, costs, expenses and attorneys’ fees
of any nature whatsoever, whether based on any federal
law, state law, common law, territorial law, foreign law,

1 contract, rule, regulation, any regulatory promulgation
2 (including, but not limited to, any opinion or declaratory
3 ruling), common law or equity, whether known or un-
4 known, suspected or unsuspected, asserted or unasserted,
5 foreseen or unforeseen, actual or contingent, liquidated or
6 unliquidated, punitive or compensatory, as of the date of
7 the Final Approval Order, that arise out of or relate to the
8 Released Parties' use of an "automatic telephone dialing
9 system" or "artificial or prerecorded voice" to contact or
10 attempt to contact Settlement Class Members during the
11 Class Period. Nothing in the Settlement shall be construed
12 as a waiver of Settlement Class Members' rights to con-
13 tact, in any way or for any purpose, any state or federal
14 agency regarding the activities of any party.

13.03 Waiver of Unknown Claims. Without limiting the
15 foregoing, the Released Claims specifically extend to
16 claims that Plaintiffs do not know or suspect to exist in
17 their favor at the time that the Settlement and the releases
18 contained therein become effective. This Section consti-
19 tutes a waiver, without limitation as to any other applic-
20 able law, of Section 1542 of the California Civil Code

13.05 Covenant Not To Sue. Plaintiffs agree and covenant,
21 and each Settlement Class Member will be deemed to have
22 agreed and covenanted, not to sue any of the Released
23 Parties with respect to any of the Released Claims and
24 agree to be forever barred from doing so in any court of
25 law or equity, arbitration proceeding, or any other forum.
26 However, nothing herein is intended to restrict any Settle-
27 ment Class Member from contacting, assisting or cooper-
28 ating with any government agency.

18 4. As the appointed the Claims Administrator in this case. The Claims
19 Administrator, KCC Class Action Services, shall distribute net settlement funds in
20 accordance with section 7.10 of the Settlement Agreement and the Final Approval
21 Order. The Claims Administrator shall pay any remaining unused funds to The
22 Samuelson Law Clinic, an experiential clinic at the University of California,
23 Berkeley School of Law as provided in section 7.10(f) of the Settlement Agreement.

24 5. As the appointed class representatives for the plaintiff settlement class
25 defined in paragraph 1 above, plaintiffs Aram Terteryan, Marine Davtyan, and
26 Tatyana Davtyan have each been awarded \$10,000 which the Claims Administrator
27 shall pay to them from the settlement funds, as provided in sections 5.04 and 7.10(b)
28 of the Settlement Agreement.

1 6. As the appointed counsel for the plaintiff settlement class defined in
2 paragraph 1 above, the law firms of Kemnitzer, Barron & Krieg, L.L.P. and
3 Lyngklip & Associates have been awarded \$733,333.00 in attorney’s fees and
4 \$128,927.00 in costs, which the Claims Administrator shall pay to class counsel
5 from the settlement funds, as provided in section 7.10(a) of the Settlement
6 Agreement.

7 7. This action is dismissed with prejudice. However, the Court retains
8 jurisdiction to interpret, implement, enforce, and resolve disputes regarding the
9 Settlement Agreement and the Claims Administrator’s distribution of funds pursuant
10 to that Agreement.

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12 DATED: September 1, 2022

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16 Hon. George H. Wu
17 United States District Judge
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