

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JEFFREY A. THOMAS,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

DUN & BRADSTREET
CREDIBILITY CORP.,

Defendant.

Case No. CV15-03194 BRO (GJSx)

FINAL JUDGMENT

Judge: Hon. Beverly Reid O’Connell

1 **JUDGMENT**

2 The Court having held a Final Approval Hearing on March 21, 2017, notice
3 of the Final Approval Hearing having been duly given in accordance with this
4 Court’s Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily
5 Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Setting
6 Final Approval Hearing (“Preliminary Approval Order”), and having issued an
7 Order Re Motion for Final Approval of Class Action Settlement and Motion for
8 Attorneys’ Fees, Costs, and Class Representative Service Award (“Final Approval
9 Order”) that considered all matters submitted to it at the Final Approval Hearing
10 and otherwise, and finding no just reason for delay in entry of this Final Judgment
11 and good cause appearing therefore,

12 It is hereby ADJUDGED AND DECREED as follows:

13 1. The Settlement Agreement dated September 8, 2016, including its
14 exhibits (the “Settlement Agreement”), and the definition of words and terms
15 contained therein are incorporated by reference in this Judgment. The terms of this
16 Court’s Preliminary Approval Order and Final Approval Order are also
17 incorporated by reference in this Judgment.

18 2. This Court has jurisdiction over the subject matter of the Action and
19 over the Parties, including all members of the Settlement Class certified for
20 settlement purposes in this Court’s Preliminary Approval Order and Final Approval
21 Order.

22 3. This Court hereby dismisses, with prejudice, without costs to any
23 party, except as expressly provided for in the Final Approval Order, the Action.

24 4. Upon Final Approval (including, without limitation, the exhaustion of
25 any judicial review, or requests for judicial review, from the Final Approval Order),
26 the Plaintiff and each and every one of the Settlement Class Members
27 unconditionally, fully, and finally releases and forever discharges the Released
28 Parties from the Released Claims. In addition, any rights of the Settlement Class

1 representative and each and every one of the Settlement Class Members to the
2 protections afforded under Section 1542 of the California Civil Code and/or any
3 other similar, comparable, or equivalent laws, are terminated.

4 5. Each and every Settlement Class Member, and any person actually or
5 purportedly acting on behalf of any Settlement Class Member(s), is hereby
6 permanently barred and enjoined from commencing, instituting, continuing,
7 pursuing, maintaining, prosecuting, or enforcing any Released Claims (including,
8 without limitation, in any individual, class or putative class, representative or other
9 action or proceeding), directly or indirectly, in any judicial, administrative, arbitral,
10 or other forum, against the Released Parties. This permanent bar and injunction is
11 necessary to protect and effectuate the Settlement Agreement, this Final Judgment
12 and Order of Dismissal, and this Court's authority to effectuate the Settlement
13 Agreement, and is ordered in aid of this Court's jurisdiction and to protect its
14 judgments.

15 6. A total of 81 Settlement Class Members submitted timely and proper
16 Requests for Exclusion. The Court hereby orders that each of those individuals is
17 excluded from the Settlement Class. Those individuals will not be bound by the
18 Settlement Agreement, and neither will they be entitled to any of its benefits.

19 7. The Settlement Agreement (including, without limitation, its exhibits),
20 and any and all negotiations, documents, and discussions associated with it, shall
21 not be deemed or construed to be an admission or evidence of any violation of any
22 statute, law, rule, regulation or principle of common law or equity, of any liability
23 or wrongdoing, by the Released Parties, or of the truth of any of the claims asserted
24 by Plaintiff in the Action, and evidence relating to the Settlement Agreement shall
25 not be discoverable or used, directly or indirectly, in any way, whether in the
26 Action or in any other action or proceeding, except for purposes of enforcing the
27 terms and conditions of the Settlement Agreement, the Preliminary Approval Order,
28 the Final Approval Order, and/or this Judgment.

1 8. If for any reason the Settlement terminates or Final Approval does not
2 occur, then certification of the Settlement Class shall be deemed vacated. In such
3 an event, the certification of the Settlement Class for settlement purposes shall not
4 be considered as a factor in connection with any subsequent class certification
5 issues, and the Parties shall return to the status quo ante in the Action, without
6 prejudice to the right of any of the Parties to assert any right or position that could
7 have been asserted if the Settlement had never been reached or proposed to the
8 Court.

9 9. In the event that any provision of the Settlement or this Final Judgment
10 is asserted by Defendant as a defense in whole or in part to any Claim, or otherwise
11 asserted (including, without limitation, as a basis for a stay) in any other suit,
12 action, or proceeding brought by a Settlement Class Member or any person actually
13 or purportedly acting on behalf of any Settlement Class Member(s), that suit, action
14 or other proceeding shall be immediately stayed and enjoined until this Court or the
15 court or tribunal in which the claim is pending has determined any issues related to
16 such defense or assertion. Solely for purposes of such suit, action, or other
17 proceeding, to the fullest extent they may effectively do so under applicable law,
18 the Parties irrevocably waive and agree not to assert, by way of motion, as a
19 defense or otherwise, any claim or objection that they are not subject to the
20 jurisdiction of the Court, or that the Court is, in any way, an improper venue or an
21 inconvenient forum. These provisions are necessary to protect the Settlement
22 Agreement, this Order and this Court's authority to effectuate the Settlement, and
23 are ordered in aid of this Court's jurisdiction and to protect its judgment.


24 10. By incorporating the Settlement Agreement's terms herein, the Court
25 determines that this Final Judgment complies in all respects with Federal Rule of
26 Civil Procedure 65(d)(1).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11. Finding that there is no just reason for delay, the Court orders that this Final Judgment shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk of the Court is directed to enter this Judgment on the docket forthwith.

IT IS SO ORDERED.

DATED: March 29, 2017

By: 

Honorable Beverly R. O'Connell
United States District Court Judge