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 17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA
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20 STEVEN RUSSELL, et al.
 21 Plaintiff,
 22 vs.
 23 KOHL'S DEPARTMENT STORES,
 INC., et al.,
 24 Defendants.

Case No. 5:15-cv-01143-RSK-SP

[PROPOSED] FINAL JUDGMENT

Courtroom: 850
 Judge: Hon. R. Gary Klausner
 Action Filed: June 11, 2015

1 WHEREAS, on June 11, 2015, Class Representatives Steven Russell and
2 Donna Caffey (collectively, “Plaintiffs”), individually and on behalf of all others
3 similarly situated, filed this class action against Kohl’s Department Stores, Inc.
4 (“Kohl’s”) before this Court;

5 WHEREAS, on August 14, 2015, Plaintiffs filed a First Amended Complaint
6 against Kohl’s;

7 WHEREAS, on December 4, 2015, the Court granted Plaintiffs’ Motion for
8 Class Certification, certifying a class under Rule 23(b)(2) for injunctive relief only;

9 WHEREAS, the parties entered into a Class Action Settlement Agreement
10 fully executed on March 13, 2016, and an Amended Class Action Settlement
11 Agreement fully executed on May 3, 2016;

12 WHEREAS, on March 14, 2016, Plaintiffs submitted a Motion for Preliminary
13 Approval of Class Action Settlement and Conditional Certification (the “Motion for
14 Preliminary Approval”);

15 WHEREAS, on April 11, 2016, this Court granted Plaintiffs’ Motion for
16 Preliminary Approval, and on April 22, 2016, preliminarily approved the proposed
17 Amended Class Action Settlement Agreement; and

18 WHEREAS, following notice to the class regarding the Court’s preliminary
19 approval of the Amended Class Action Settlement Agreement, Plaintiffs on August
20 15, 2016 filed a Motion For Final Approval Of Class Action Settlement (“Motion for
21 Final Approval),” and Motion for Attorneys' Fees, Litigation Costs and Class
22 Representatives' Enhancement Payments;

23 WHEREAS, on September 12, 2016, this Court granted the class settlement,
24 took the Motion for Attorneys' Fees under submission, and provided Objectors and
25 Plaintiffs additional time to brief issues relating to the Motion for Attorneys' Fees;

26 Having read and considered the Motion For Final Approval, the Motion for
27 Attorneys' Fees, Litigation Costs and Representatives' Enhancement Payments, and
28 all papers filed in support thereof, including the further briefings by Class Counsel

1 and Objector McDonald, as well as all objections to the settlement and other material
2 in the Court’s docket relating to the issues, and in accordance with the Court’s prior
3 orders on the Motion for Final Approval and Motion for Attorneys’ Fees, IT IS
4 HEREBY ADJUDGED THAT:

5 1. The terms of the Amended Class Action Settlement Agreement are fair,
6 reasonable and adequate, and it is approved.

7 2. A Settlement Class of all persons who, while in the State of California,
8 and between June 11, 2011, and April 11, 2016 (the “Class Period”), purchased from
9 Kohl’s one or more items at a discount of at least 30% off of the stated “original” or
10 “regular” price, and who have not received a refund or credit for their purchase(s) is
11 certified for settlement purposes.

12 3. Notice of the settlement was provided to the Settlement Class in a
13 reasonable manner, and was the best notice practicable under the circumstances,
14 including through individual notice to all members who could be reasonably
15 identified through reasonable effort.

16 4. Kohl’s, with the assistance of Claims Administrator KCC and pursuant
17 to the Class Action Fairness Act of 2005 (“CAFA”), served timely notices of the
18 settlement to the Attorney General of the United States, and the Attorneys General of
19 all 50 states and the District of Columbia, the Attorneys General for the five
20 recognized voting U.S. Territories, as well as parties of interest to this action.

21 5. This action between the named Plaintiffs and the Settlement Class
22 Members, on the one hand, and Kohl’s, on the other hand, is dismissed with prejudice
23 on the merits.

24 6. As a result of the Court’s approval of the Amended Class Action
25 Settlement Agreement and dismissal of this action with prejudice, the named
26 Plaintiffs, and all Settlement Class members (other than those who timely filed valid
27 Opt-Out Requests) are permanently barred from asserting, or attempting to assert, any
28

1 of the Settlement Class Member Released Claims against Kohl's, which are defined
2 within the Amended Class Action Settlement Agreement in Section 10.1.

3 7. All parties shall bear their own fees (including attorneys' fees),
4 expenses, and costs, except that Class Counsel's application for an award of
5 Attorneys' Fees and Costs is granted, with Class Counsel to be paid \$1,462,500 in
6 fees plus reimbursement of costs in the total sum of \$62,425.00, which costs are to be
7 applied towards additional administrative costs, and paid to KCC.

8 8. Pursuant to the terms of the Amended Class Action Settlement
9 Agreement, Claims Administrator KCC will be paid \$1,000,000 from the Monetary
10 Component, in addition to the \$62,425.00 in costs referenced above that otherwise
11 had been designated to reimburse Class Counsel for costs.

12 9. Pursuant to the terms of the Amended Class Action Settlement
13 Agreement and the Order approving settlement, each named Plaintiff will receive
14 \$5,000 as an Enhancement Payment, all of which to be paid from the Monetary
15 Component of the Amended Class Action Settlement Agreement.

16 10. The Court hereby reserves its exclusive, general and continuing
17 jurisdiction over the Amended Class Action Settlement Agreement as needed or
18 appropriate in order to administer, supervise, implement, interpret or enforce the
19 settlement in accordance with its terms.

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22 Dated: October 13, 2016



23 HON. R. GARY KLAUSNER
24 UNITED STATES DISTRICT COURT
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