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17 **UNITED STATES DISTRICT COURT**
 18 **NORTHERN DISTRICT OF CALIFORNIA**

19
 20 NATIONAL FEDERATION OF THE BLIND,
 the NATIONAL FEDERATION OF THE
 21 BLIND OF CALIFORNIA, on behalf of their
 22 members, and Bruce F. Sexton, Jr., on behalf of
 himself and all others similarly situated, Melissa
 Williamson on behalf of herself and all others
 23 similarly situated, and James P. Marks on behalf
 24 of himself and all others similarly situated
 25 **Plaintiffs,**
 26 v.
 27 TARGET CORPORATION,
 28 **Defendant.**

Case No.: C 06-01802 MHP

CLASS ACTION
[PROPOSED] FINAL JUDGMENT AND
ORDER APPROVING SETTLEMENT
AND DISMISSING CLAIMS

Judge: The Honorable Marilyn Hall Patel

1 This matter came on for hearing on March 9, 2009 at 2:00 p.m. The Court has
2 considered the Class Settlement Agreement and Release (“Agreement”), oral and/or written
3 objections and comments received regarding the proposed settlement, the record in the Action
4 and the arguments and authorities of counsel. Good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Final Judgment and Order Approving Settlement
7 and Dismissing Claims of Nationwide Settlement Class Members and California Settlement
8 Class Members with Prejudice (“Judgment”), adopts the terms and definitions set forth in the
9 Agreement.

10 2. The Court has jurisdiction over the subject matter of the Action, the Class
11 Representatives, the Nationwide Settlement Class Members and California Settlement Class
12 Members, and defendant Target Corporation (“Target”).

13 3. The Court finds that the notices disseminated regarding the pendency of this
14 Action and of this settlement are the best practicable under the circumstances and fully complied
15 with the requirements of Federal Rule of Civil Procedure 23 and due process.

16 4. The Court approves the settlement as set forth in the Agreement and finds that the
17 settlement is in all respects fair, reasonable, adequate and just to the Nationwide Settlement Class
18 Members and California Settlement Class Members.

19 5. Pursuant to Rule 23(c), the Nationwide Settlement Class as finally certified shall
20 be defined as follows: All legally blind individuals in the United States who have attempted to
21 access Target.com at any time from February 7, 2003 through the date of Final Approval of this
22 Agreement and as a result have been denied access to the enjoyment of goods and services
23 offered in Target stores. The California Settlement Class as finally certified shall be defined as:
24 All legally blind individuals in California who have attempted to access Target.com at any time
25 from February 7, 2003 through the deadline for opting out.

26 6. The Court adjudges that the payment by Defendant of \$6,000,000 to the
27 California Settlement Class pursuant to section 11.1 of the Agreement is fair, reasonable and
28 adequate, and said payment shall be made pursuant to the terms of the Agreement. The Court
adjudges that the payment by Defendant pursuant to section 11.3 of the Agreement of \$20,000 to

1 the California Center for the Blind, Inc. on behalf of Bruce Sexton, who has been a plaintiff since
2 the inception of the Lawsuit, is fair, reasonable, and adequate, and said payment shall be made
3 pursuant to the terms of the Agreement. The Court shall enter a separate order awarding
4 reasonable attorneys fees and costs pursuant to section 14 of the Agreement.

5 7. Pursuant to section 20 of the Agreement, the Injunctive Releasing Parties shall be
6 forever barred from filing or instituting against any of the Target Parties any claim, right,
7 demand, charge, complaint, suit, cause of action, action or proceeding of any kind or nature
8 whatsoever, whether at law, in equity or otherwise, in or before any court, administrative agency,
9 arbitral panel, or other tribunal, wherever situated, asserting, directly or indirectly, any Released
10 Injunctive Claim or any claim, demand, cause or right of action of any kind or nature
11 whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected,
12 disclosed or undisclosed, hidden or concealed, based upon or arising out of the Released
13 Injunctive Claims.

14 8. Pursuant to section 20 of the Agreement, the Damages Releasing Parties shall be
15 forever barred from filing or instituting against any of the Target Parties any claim, right,
16 demand, charge, complaint, suit, cause of action, action, liability, or proceeding of any kind or
17 nature whatsoever, whether at law, in equity or otherwise, in or before any court, administrative
18 agency, arbitral panel, or other tribunal wherever situated, asserting, directly or indirectly, any
19 Released Damages Claim or any claim, demand, cause or right of action of any kind or nature
20 whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected,
21 disclosed or undisclosed, hidden or concealed, based upon or arising out of the Released
22 Damages Claims.

23 9. Pursuant to section 20 of the Agreement, the Injunctive Releasing Parties shall
24 conclusively be deemed to have acknowledged that the release extends to all claims for
25 injunctive or declaratory relief of every nature and kind arising up through the duration of the
26 date of Final Approval of the Agreement, known or unknown, suspected or unsuspected, relating
27 to the subject matter of the litigation, whether or not known by the Injunctive Releasing Parties
28 or whether or not any Injunctive Releasing Party believes he may have any claims, and that any
and all rights granted to the Injunctive Releasing Party under Section 1542 of the California Civil

1 Code or any analogous state or federal law or regulations, have been expressly waived, if
2 applicable. Pursuant to section 20 of the Agreement, the Injunctive Releasing Parties shall
3 conclusively be deemed to have acknowledged that the release extends to all claims for
4 injunctive or declaratory relief of every nature and kind based on conduct that occurs after Final
5 Approval of the Agreement and during the Term of the Agreement to the extent that such claims
6 arise out of or relate to actions, omissions, or conduct that are in compliance with the terms of
7 the Agreement.

8 10. The Damages Releasing Parties shall conclusively be deemed to have
9 acknowledged that the release extends to all claims for monetary relief of every nature and kind
10 arising up through the deadline for opting out, known or unknown, suspected or unsuspected,
11 relating to the subject matter of the litigation, whether or not known by the Damages Releasing
12 Parties or whether or not any Damages Releasing Party believes he may have any claims, and
13 that any and all rights granted to the Damages Releasing Party under Section 1542 of the
14 California Civil Code or any analogous state or federal law or regulations, have been expressly
15 waived, if applicable.

16 11. The Lawsuit and all claims asserted in the Lawsuit are dismissed with prejudice
17 as to the Named Plaintiffs, Nationwide Settlement Class Members, and California Settlement
18 Class Members. Notwithstanding the foregoing, this Judgment does not dismiss any of the
19 individual claims asserted by any person who has validly and timely opted out as provided for in
20 section 12 of the Agreement. A list of persons who validly and timely opted out is on file with
21 this Court.

22 12. Without affecting the finality of this Judgment in any way, the Court appoints
23 United States Magistrate Judge Howard Lloyd, Northern District of California to have
24 continuing jurisdiction throughout the Term of the Agreement to interpret and enforce this
25 Agreement as provided in section 13 of the Agreement.

26 13. The Agreement and this Judgment are not admissions of liability or fault by
27 Target or the Target Parties, or a finding of the validity of any claims in the Lawsuit or of any
28 wrongdoing or violation of law by Target or the Target Parties. The Agreement and settlement
are not a concession by the Parties and to the extent permitted by law, neither this Judgment, nor

1 any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall
2 be offered as evidence or received in evidence in any pending or future civil, criminal, or
3 administrative action or proceeding to establish any liability of, or admission by Target, the
4 Target Parties, or any of them. Notwithstanding the foregoing, nothing in this Final Judgment
5 shall be interpreted to prohibit the use of this Judgment in a proceeding to consummate or
6 enforce the Agreement or Judgment, or to defend against the assertion of Released Injunctive
7 Claims or Released Damages Claims in any other proceeding, or as otherwise required by law.

8
9 Dated: March 9, 2008

