

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
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

GALINA SEEBROOK, individually and on behalf of all others similarly situated,
Plaintiffs,
v.
THE CHILDREN'S PLACE RETAIL STORES, INC., a Delaware corporation,
Defendant.

Consolidated Case No. 11-cv-00837-CW

FINAL JUDGMENT

Judge: Claudia Wilken
Location: Courtroom 2

MARIA ISABEL BELTRAN, an individual, on behalf herself and of all others similarly situated,
Plaintiff,
v.
THE CHILDREN'S PLACE RETAIL STORES, INC., a Delaware Corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No. 11-cv-01664-CW

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

NICOLLE DiSIMONE, individually, and on behalf of all others similarly situated,
Plaintiff,
v.
THE CHILDREN’S PLACE RETAIL STORES, INC., a Delaware corporation, and DOES 1 – 500,
Defendants.

Case No. 11-cv-02223

KRISTEN HARTMAN, an individual, on behalf of herself and all others similarly situated,
Plaintiffs,
v.
THE CHILDREN’S PLACE RETAIL STORES, INC., a Delaware Corporation, and DOES 1 through 50, inclusive
Defendants.

Case No. 11-cv-02604-CW

MARIO ARELLANO, on behalf of a class of similarly situated individuals, and himself individually,
Plaintiff,
v.
THE CHILDREN’S PLACE RETAIL STORES, INC., a Delaware corporation, d/b/a The Children’s Place; and DOES 1 through 25, inclusive,
Defendants.

Case No. 12-cv-00803-CW

1 **IT IS HEREBY ADJUDGED AND DECREED THAT:**

2 1. In the Final Order Approving Class Action Settlement, the Court granted final
3 certification, for purposes of settlement only, of a Class pursuant to Federal Rule of Civil
4 Procedure 23(b)(3), defined as: “All persons who between February 17, 2010 and June 19, 2013
5 purchased merchandise from a California The Children’s Place Retail Stores, Inc. store, used a
6 credit card to make the purchase(s), and whose personal identification information, including, but
7 not limited to, any telephone number or email address, was requested and recorded by Children’s
8 Place. Excluded from the Class are The Children’s Place Retail Stores, Inc., its subsidiaries and
9 affiliates, and the officers, directors, employees, legal representatives, successors, or assigns of
10 any such excluded persons or entities.”

11 2. In the Final Order Approving Class Action Settlement, the Court found that notice
12 of the Settlement Agreement and Release (“Settlement Agreement”) was provided to each Class
13 Member for whom Defendant The Children’s Place Retail Stores, Inc. (“Children’s Place” or
14 “Defendant”) has a valid email address and by notice posted in California Children’s Place stores
15 and publication in the California Edition of USA Today.

16 3. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all persons who satisfy the
17 class definition above are “Class Members”. However, persons who timely filed valid requests
18 for exclusion are not Class Members. The list of excluded persons is attached hereto as Exhibit 1.

19 4. The law firms of Hoffman, Libenson, Saunders & Barba; Patterson Law Group,
20 APC; Ridout & Lyon, LLP; Qualls & Workman, LLP; Stonebarger Law, APC; and the Law
21 Office of Sunil A. Brahmhatt, PLC (“Class Counsel”) are awarded \$335,000.00 (total) in fees
22 and costs.

23 5. Plaintiffs Galina Seebrook, Maria Isabel Beltran, Nicolle DiSimone, Kristen
24 Hartman, and Mario Arellano (“Plaintiffs”) are awarded \$2,750.00 (each) as an incentive award.

25 6. Children’s Place must issue a single, transferable merchandise certificate
26 (“Merchandise Certificate”) for either thirty-five percent off any merchandise purchase made at
27 any California Children’s Place retail or outlet store (“35% Off Certificate”) or ten dollars off any
28

1 merchandise purchase (with no minimum purchase requirement) made at any California
2 Children's Place retail or outlet store ("\$10.00 Off Certificate") to Class Members. Class
3 Members that received an email providing them with notice of this lawsuit will receive a 35% Off
4 Certificate, unless they timely filled out a valid Claim Form electing to receive a \$10.00 Off
5 Certificate. Such Class Members will instead receive a \$10.00 Off Certificate. Class Members that
6 did not receive an email notice of this lawsuit, but did submit a timely and valid Claim Form, will
7 receive the type of merchandise certificate they elected on the Claim Form. Merchandise
8 Certificates will be subject to the following conditions: (a) the Merchandise Certificates are valid
9 for nine (9) months after issuance; (b) each Authorized Claimant is entitled to receive one (1)
10 Merchandise Certificate regardless of the number of alleged violations and the certificate is for a
11 single-use only (may be used only one time); (c) Merchandise Certificates shall be redeemable for
12 California in-store purchases of merchandise only; (d) Merchandise Certificates are transferable,
13 but may not be combined with any other Merchandise Certificate, or any savings voucher,
14 coupon, or special offer; (e) Merchandise Certificates are not redeemable for cash, including no
15 cash back if purchase is under \$10.00 where the Authorized Claimant elected to receive a
16 Merchandise Certificate for \$10.00 off a merchandise purchase; (f) Merchandise Certificates are
17 not valid on gift card purchases or past purchases; (g) Merchandise Certificates will not be
18 replaced if lost, stolen, expired, or damaged; (h) customers are responsible for any applicable
19 sales tax to the extent that the purchase exceeds \$10.00 where the Authorized Claimant elected to
20 receive a Merchandise Certificate for \$10.00 off a merchandise purchase; (i) returns will receive
21 merchandise credit; and (j) Merchandise Certificates are not valid on products that Defendant is
22 prohibited from discounting by contract or law.

23 7. All Class Members who have not timely and validly filed requests for exclusion
24 are bound by the instant Final Judgment, by the Final Order Approving Class Action Settlement
25 and by the terms of the Settlement Agreement, including the release of claims described in the
26 Settlement Agreement. Plaintiffs and Class Members are hereby permanently barred from
27 prosecuting any of the claims released in the Settlement Agreement.
28

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

8. The Court hereby dismisses with prejudice the action.

9. Without affecting the finality of this Final Judgment, the Court reserves jurisdiction over the implementation, administration and enforcement of this Final Judgment and the Settlement Agreement, and all matters ancillary thereto.

NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Final Judgment, pursuant to Federal Rule of Civil Procedure 58, forthwith.

DATED: 12/5/2013


UNITED STATES DISTRICT COURT JUDGE